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No. 85-3

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1985

ATLANTA GAS LIGHT COMPANY,
Petitioner,

v.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,
Respondent.

Petition for Writ of Certiorari
to the United States Court of Appeals
for the Eleventh Circuit

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QUESTION PRESENTED

Should this Court's ruling in *Newport News Shipbuilding & Dry Dock Co. v. EEOC* be applied retroactively?

INTERESTED PARTIES

The following listed parties have an interest in the outcome of this case:

Atlanta Gas Light Company (Petitioner)

Equal Employment Opportunity Commission (Respondent)

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ATLANTA GAS LIGHT COMPANY,
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v.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,
Respondent.

Petition for Writ of Certiorari
to the United States Court of Appeals
for the Eleventh Circuit

Petitioner, Atlanta Gas Light Company (hereafter the "Company"), prays that this Court issue a writ of certiorari to review the judgment of the Eleventh Circuit Court of Appeals entered in this case.

OPINIONS BELOW

The opinion of the court of appeals is reported at 751 F.2d 1188 (11th Cir. 1985), and is reproduced as Appendix A. The December 15, 1983 opinion and order of the district court is unofficially reported at 36 Fair Empl. Prac. Cas. (BNA) 1669 (N.D.Ga. 1983), and is reproduced as Appendix B.

The district court's order of August 17, 1982, granting summary judgment in favor of the Company is reproduced as Appendix C.

JURISDICTION

Petitioner invokes this Court's jurisdiction pursuant to 28 U.S.C. § 1254(1). The court of appeals for the Eleventh Circuit entered judgment on January 28, 1985 (Appendix A), and denied a petition for rehearing on June 3, 1985 (Appendix D). This petition was thereafter filed within the appropriate time limits.

STATUTORY PROVISIONS INVOLVED

Section 701(k) of Title VII:

> The terms "because of sex" or "on the basis of sex" include, but are not limited to, because of or on the basis of pregnancy, childbirth, or related medical conditions; and women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment-related purposes, including receipt of benefits under fringe benefit programs, as other persons not so affected but similar in their ability or inability to work, and nothing in section 2000e-2(h) of this title shall be interpreted to permit otherwise. This subsection shall not require an employer to pay for health insurance benefits for abortion, except where the life of the mother would be endangered if the fetus were carried to term, or except where medical complications have arisen from an abortion: *Provided*, That nothing herein shall preclude an employer from providing abortion benefits or otherwise affect bargaining agreements in regard to abortion.

42 U.S.C. § 2000e-(k).

Section 703(a) of Title VII:

It shall be an unlawful employment practice for an employer—

(1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or

(2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, or national origin.

42 U.S.C. § 2000e-2(a).

Section 704 of Title VII:

(a) It shall be an unlawful employment practice for an employer to discriminate against any of his employees or applicants for employment, for an employment agency, or joint labor-management committee controlling apprenticeship or other training or retraining, including on-the-job training programs, to discriminate against any individual, or for a labor organization to discriminate against any member thereof or applicant for membership, because he has opposed any practice made an unlawful employment practice by this subchapter, or because he has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this subchapter.

(b) It shall be an unlawful employment practice for an employer, labor organization, employment agency, or joint labor-managment

> committee controlling apprenticeship or other training or retraining, including on-the-job training programs, to print or publish or cause to be printed or published any notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by such a labor organization, or relating to the classification or referral for employment by such an employment agency, or relating to admission to, or employment in, any program established to provide apprenticeship or other training by such a joint labor-management committee, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, sex, or national origin, except that such a notice or advertisement may indicate a preference, limitation, specification, or discrimination based on religion, sex, or national origin when religion, sex, or national origin is a bona fide occupational qualification for employment.

42 U.S.C. § 2000e-3.

Subsection 10(b) of the EEOC's Guidelines on Discrimination Because of Sex:

> Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions, under any health or disability insurance or sick leave plan available in connection with employment. Written or unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority

and other benefits and privileges, reinstatement, and payment under any health or disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy, childbirth, or related medical conditions on the same terms and conditions as they are applied to other disabilities. Health insurance benefits for abortion, except where the life of the mother would be endangered if the fetus were carried to term or where medical complications have arisen from an abortion, are not required to be paid by an employer; nothing herein, however, precludes an employer from providing abortion benefits or otherwise affects bargaining agreements in regard to abortion.

44 *Fed. Reg.* 23,805 (April 20, 1979), *reprinted in* 29 C.F.R. § 1604.10(b) (1981).

Questions and Answers Nos. 21 and 22:

21. Q. Must an employer provide health insurance coverage for the medical expenses of pregnancy-related conditions of the spouses of male employees? Of all the dependents of all employees?

A. Where an employer provides no coverage for dependents, the employer is not required to institute such coverage. However, if an employer's insurance program covers the medical expenses of spouses of female employees, then it must equally cover the medical expenses of spouses of male employees, including those arising from pregnancy-related conditions.

But the insurance does not have to cover the pregnancy-related conditions of non-spouse de-

pendents as long as it excludes the pregnancy-related conditions of such non-spouse dependents of male and female employees equally.

22. Q. Must an employer provide the same level of health insurance coverage for the pregnancy-related medical conditions of the spouses of male employees as it provides for its female employees?

A. No. It is not necessary to provide the same level of coverage for the pregnancy-related medical conditions of spouses of male employees as FOR FEMALE EMPLOYEES. However, where the employer provides coverage for the medical conditions of the spouses of its employees, then the level of coverage for pregnancy-related medical conditions of the spouses of male employees must be the same as the level of coverage for all other medical conditions of the spouses of female employees. For example, if the employer covers employees for 100 percent of reasonable and customary expenses sustained for a medical condition, but only covers dependent spouses for 50 percent of reasonable and customary expenses for their medical conditions, the pregnancy-related expenses of the male employee's spouse must be covered at the 50 percent level.

44 *Fed. Reg.* 23,807-08 (April 20, 1979), *reprinted in* 29 C.F.R. Part 1604 (Appendix) (1981).

STATEMENT OF THE CASE

Petitioner, Atlanta Gas Light Company, provides hospitalization and medical insurance coverage to its employees. The Company also provides elective coverage under the Group Plan for Dependents of Employ-

ees. Employees opting for insurance coverage for dependents pay a portion of its cost. Since April 19, 1979, the effective date of the Pregnancy Discrimination Act of 1978, 42 U.S.C. §§ 2000e(k) and 2000e-2(a) (hereafter the "PDA"), the company has provided its female employees with full insurance coverage at no cost to the employee for pregnancy-related conditions.

Prior to this Court's decision in *Newport News Shipbuilding & Dry Dock Co. v. EEOC*, 462 U.S. 669 (1983), the company's male employees choosing dependent coverage also had the option of purchasing a supplemental pregnancy policy for their wives. On June 20, 1983 (the date of the decision in *Newport News*), the insurance plan was modified to provide full coverage under the dependent policy for the pregnancy-related conditions of the spouses of male employees.

Three months after the district court in *Newport News* issued its decision in favor of the defendant, the Equal Employment Opportunity Commission (hereafter the "EEOC") filed this action against Atlanta Gas Light Company in the United States District Court for the Northern District of Georgia, claiming that the employer's failure to provide pregnancy-related coverage to male employees for their spouses' pregnancy-related expenses on the same basis as coverage was provided for other conditions violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e to 2000e-17. On August 17, 1982, the district court granted summary judgment in favor of Atlanta Gas Light Company (Appendix C). The EEOC appealed that ruling to the United States Court of Appeals for the Eleventh Circuit, and obtained a stay of all appellate proceedings pending this Court's decision in *Newport News*.

In light of the ruling in *Newport News* that denial of pregnancy benefits to dependents of male employees

violates the PDA, the Eleventh Circuit summarily reversed the district court and remanded the case. The district court then reversed its order entered August 17, 1982, and granted the EEOC's motion for partial summary judgment on September 2, 1983. On December 14, 1983, the district court entered an order requiring the company to take the following actions:

> 1. Within a reasonable time after the entry of this Order, reimburse every male employee and every former male employee for all insurance premiums paid for the supplemental pregnancy coverage under [the Company's] health insurance plan between April 29, 1979, and June 20, 1983, plus interest of twelve percent per annum.
>
> 2. Within a reasonable time after the entry of this Order, reimburse every male employee and every former male employee who elected dependent coverage under [the Company's] health insurance plan for the medical and hospital costs for the pregnancy of his wife and resulting childbirth which have not heretofore been reimbursed under [the Company's] health insurance plan, plus interest of twelve percent per annum.

(Appendix B, p. B4-B5). The order also prescribed certain procedures for the Company to follow in notifying and reimbursing its male employees, and it further "enjoined and restrained" the Company "from making any additional charge for or placing any special dollar limitation on the pregnancy coverage for the spouses of male employees who have elected dependent coverage under [the Company's] group health insurance plan." (Appendix B, p. B6).

The Company appealed from those provisions of the district court's order which require the Company to reimburse its male employees for premiums paid and/or

expenses incurred before the date of the *Newport News* decision. The court of appeals affirmed the district court and ruled that the holding in *Newport News* should be applied retroactively.

REASONS FOR GRANTING A WRIT

1. The Court Below Incorrectly Decided an Important Issue of Federal Law Which Has Not Been, But Should Be, Settled by This Court.

For the past decade the law regarding pregnancy benefits offered by employers has been the source of much confusion. In *General Electric Co. v. Gilbert*, 429 U.S. 125 (1976), this Court ruled that denial of pregnancy benefits to female employees under employer-provided health insurance plans did not violate Title VII. In 1978, Congress enacted the PDA to amend Title VII and legislatively overrule *Gilbert*. The PDA provided in relevant part:

> [W]omen affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment-related purposes, including receipt of benefits under fringe benefit programs, as other persons not so affected but similar in their ability or inability to work. . . .

42 U.S.C. § 2000e-(k).

While this legislation settled the issue of whether female employees were entitled to pregnancy benefits, it did not clearly define whether an employer had a duty to make pregnancy benefits available for the spouses of male employees when it provides health or medical insurance for dependents. Four years after the effective date of the PDA, after inconsistent holdings in the lower courts, this Court ruled on that issue in *Newport News*. However, the matter is still not at rest.

The issue of monetary relief was not presented in *Newport News*. The district court dismissed the complaint ruling that the PDA did not require provision of pregnancy benefits to spouses. When the Fourth Circuit reversed that ruling, the employer petitioned this Court for review. Although employers now have the long-awaited pronouncements from the highest levels of government on their present duties, the lingering issue of how to treat the four years of confusion calls for this Court's guidance.

2. The Decision of the Court Below Is Inconsistent with Decisions of This Court.

The late Justice Frankfurter wrote: "We should not indulge in the fiction that the law now announced has always been the law...." *Griffin v. Illinois*, 351 U.S. 12, 26 (1956), *quoted with approval in Chevron Oil Co. v. Huson*, 404 U.S. 97, 107 (1971). Where parties have reasonably relied on existing law, this court has not hesitated to apply a newly announced principle only prospectively. The *Huson* Court adopted a three-part test for determining whether a newly announced principle of law will be applied retroactively:

> First, the decision to be applied nonretroactively must establish a new principle of law, either by overruling clear past precedent on which litigants may have relied . . . or by deciding an issue of first impression whose resolution was not clearly foreshadowed . . . . Second, it has been stressed that "[a court] must . . . weigh the merits and demerits in each case by looking to the prior history of the rule in question, its purpose and effect, and whether retrospective operation will further or retard its operation." . . . Finally . . . the inequity imposed by retroactive application [must be weighed] . . . .

404 U.S. at 106-07 (citations omitted). This Court has recently reaffirmed that *Huson* factors should govern retroactivity determinations in civil cases. *Northern Pipeline Construction Co. v. Marathon Pipe Line Co.*, 458 U.S. 50, 87-88 (1982); *United States v. Johnson*, 457 U.S. 537, 563 (1982).

The court below erred in its application of *Huson*. With regard to the first factor, it read the majority opinion's statement in *Newport News* that the PDA was clear in its wholesale rejection of *Gilbert* to mean it was precluded from finding that *Newport News* was not "clearly foreshadowed." 751 F.2d at 1190 (Appendix A at A7). This reading ignores the policies behind *Huson*. *Gilbert* addressed only insurance benefits to employees and did not reach the issue of dependent coverage decided in *Newport News*. After the dissenting view in *Gilbert* was adopted by Congress and prior to *Newport News*, many lower courts still did not find fault in the exclusion of pregnancy benefits under dependent coverage. A view from petitioner's perspective of the period from April 19, 1979 to June 20, 1983 illustrates that *Newport News* was not "clearly foreshadowed."

Atlanta Gas Light Company amended its insurance program to cover pregnancy-related expenses of female employees on April 19, 1979, the effective date of the PDA. The Company did not amend its dependent coverage. One year and ten months later the first challenge to a similar insurance program was struck down by a federal district court in Virginia. *Newport News Shipbuilding & Dry Dock Co. v. EEOC*, 510 F. Supp. 66 (E.D.Va. 1981). At this point, the Gas Company was unquestionably reasonable in assuming that its own plan was lawful. By the end of 1981 two other district courts had reached the same conclusion. *EEOC v. Lockheed Missiles & Space Co.*, 27 Fair Empl. Prac.

Cas. (BNA) 1209 (N.D. Cal. 1981); *EEOC v. Joslyn Mfg. Co.*, 524 F. Supp. 1141 (N.D. Ill. 1981). No doubt all employers with similar plans were justified in maintaining the status quo.

The first hint that the federal judiciary might disapprove of not including pregnancy expenses in employer-provided dependent insurance coverage did not come until January 7, 1982, when the Fourth Circuit rendered its opinion in *Newport News. Newport News Shipbuilding & Dry Dock Co. v. EEOC*, 667 F.2d 44 (4th Cir. 1982). However, three months later the United States District Court for the Eastern District of Missouri disagreed with the Fourth Circuit and followed the earlier trend. *EEOC v. Emerson Electric Co.*, 539 F. Supp. 153 (E.D. Mo. 1982).

The only district court to strike down a similar plan was the Central District of California in *United Teachers-Los Angeles v. Bd. of Educ.*, 31 Fair Empl. Prac. Cas. (BNA) 943 (C.D. Cal. 1982), but that case was overruled *sub silentio* in July of 1982 by the Ninth Circuit in *EEOC v. Lockheed Missiles & Space Co.*, 680 F.2d 1243 (9th Cir. 1982).

In August of 1982 the legality of the petitioner's insurance plan under existing law would have seemed almost certain. The Northern District of Texas upheld a similar plan. *EEOC v. A.R.A. Mfg. Co.*, No. Ca. 3-81-0406-F (N.D. Tex. Aug. 18, 1982). Most importantly, though, the Court for the Northern District of Georgia granted summary judgment against the EEOC in a challenge to the Company's insurance program. Order of August 18, 1982 (Appendix C). No reasonable person in the Company's position would have concluded that it was under a legal obligation to amend the plan.

The Company's reliance was even further supported just one month before this Court's decision in *New-*

port News when the Seventh Circuit was unable to accurately predict the ruling. *EEOC v. Joslyn Mfg. & Supply Co.*, 706 F.2d 1469 (7th Cir. 1983).

If, as the court below states, the *Newport News* holding was "clearly foreshadowed," the clarity somehow escaped the overwhelming majority of the federal judges who considered the question, including two members of this Court. The language and the legislative history of the PDA are silent on the question of pregnancy benefits for dependents. Indeed, Counsel for the EEOC conceded at oral argument in *Newport News* that Congress was not clear on the issue. Transcript of Oral Argument at 25-28, *Newport News Shipbuilding & Dry Dock Co. v. EEOC*, 462 U.S. 669 (1983).

What the *Newport News* decision said was clear was that Congress intended to wipe the jurisprudential slate of both the holding *and the reasoning* of *Gilbert*.[1] Therefore, the judiciary was faced with the difficult task of rendering judgments as if *Gilbert* never existed. However, only this Court had the ability to know the full extent to which the absence of *Gilbert* and its underlying reasoning affected Title VII law. The only way the lower courts and employers could have known the answer was through clairvoyance.

That the EEOC incorporated its argument into its interpretative guidelines does not mean that *Newport News* did nothing more than restate a long-recognized rule of law. On April 20, 1979, the EEOC did publish

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[1] There was some disagreement on the Court as to whether the PDA left any part of the *Gilbert* case intact. *See* 462 U.S. at 687 (Rehnquist, J. Dissenting). The holdings in the lower courts no doubt reflected this point of view. Laboring under this presupposition, it is no wonder that the lower courts were unable to predict *Newport News*.

in the Federal Register a set of guidelines which indicated that it would read the PDA to require an employer to include pregnancy-related conditions in the dependent coverage under its health insurance plan. 44 Fed. Reg. 23,804-08 (1979)(codified as an appendix to 29 C.F.R. Part 1604). However, this Court has made it abundantly clear that a court should give little weight to these types of guidelines from the EEOC. In *General Electric Co. v. Gilbert,* 429 U.S. 125, 141 (1976), the Court pointed out that the EEOC has no authority under Title VII to promulgate rules and regulations with the force of law. In *Los Angeles Department of Water & Power v. Manhart,* 435 U.S. 702, 719 n.36 (1978), the Court stated that the district court had erred in giving conclusive weight to an EEOC guideline in its decision on retroactivity. At most, the EEOC's guidelines muddied the legal waters a little more, but they are entitled to less respect than court decisions specifically rejecting their interpretation. *See, e.g., EEOC v. Joslyn Manufacturing & Supply Co.,* 706 F.2d at 1480-81; *EEOC v. Emerson Electric Co.,* 539 F. Supp. at 159.

The court below also erred in its application of the second and third *Huson* factors. The decision merges the analysis of these factors and it is difficult to ascertain the court's precise reasoning. *See* 751 F.2d at 1191 (Appendix A, A7-A8). However, it apparently found that the second *Huson* factor—whether retroactivity will further or retard the underlying purpose of the rule in question—required retroactivity based on statements in *Albermarle Paper Co. v. Moody,* 422 U.S. 405, 417-18 (1975), that employers should be encouraged to engage in "self-evaluation" and "shun practices of dubious legality."

The primary purpose of Title VII was to "achieve equality of employment opportunities and remove bar-

riers" that favor certain groups of employees over others. *Griggs v. Duke Power Co.*, 401 U.S. 424, 429-30 (1970). The purpose of the PDA was to "prohibit sex discrimination on the basis of pregnancy." *Newport News*, 462 U.S. at 670. The proper inquiry thus becomes: To what extent will retroactive application of the new principle established by *Newport News* further or retard the elimination of employment discrimination based on pregnancy? The court below properly considered the benefit of self-evaluation, but what would the result of self-evaluation have been in this case? As has been shown in the previous section, self-evaluation beginning on April 19, 1979, and continuing until this Court's ruling in *Newport News*, would have supported the Company's position. It can hardly be said that reliance on the great weight of current jurisprudence is engaging in "practices of dubious legality."

Thus, in this case the underlying purpose of the rule in question would be neither furthered nor hindered. The Supreme Court has now clearly defined an employer's obligation to provide pregnancy coverage for the spouses of male employees, and no further action is necessary to ensure that employers fulfill their obligations after June 20, 1983. As stated in *Manhart*, 435 U.S. 702, 720-21 (1978), "There is no reason to believe that the threat of a backpay award is needed to cause other administrators to amend their practices to conform to this decision."

The third *Huson* factor requires courts to weigh the equities of retroactive application. "Where a decision of this Court could produce substantial inequitable results if applied retroactively, there is ample basis in our cases for avoiding the 'injustice or hardship' by a holding of nonretroactivity." *Huson*, 404 U.S. at 107. Two similar cases from this Court illustrate the inequities present in this case. In both *Los Angeles Depart-*

ment of Water & Power v. Manhart, 435 U.S. 702 (1978), and *Arizona Governing Committee for Tax Deferred Annuity and Deferred Compensation Plans v. Norris*, 463 U.S. 1073 (1983), the Court refused to give retroactive effect to its finding that an employer had committed a Title VII violation.

In *Manhart*, the Court found illegal an employer-run pension plan which required that female employees make greater monthly contributions than male employees in order to receive benefits equal to those received by male employees. Despite this holding, the Court vacated the order of the district court that the employer should reimburse the female employees for their excess contributions. The Court gave its holding only prospective application because conscientious fund administrators may have assumed that such a plan was lawful. 435 U.S. at 720.

This Court followed the reasoning of the *Manhart* holding in *Norris*, decided just two weeks after *Newport News Shipbuilding & Dry Dock Co. v. EEOC*. In *Norris*, the Court held illegal an employer-operated pension plan that required equal contributions from male and female workers but paid lower benefits to females than to similarly situated males. However, in Part III of Justice Powell's opinion, joined in by four other Justices, the Court also held that it would be "both unprecedented and manifestly unjust" to uphold the district court's order that all future annuity payments for female employees should be made equal to those for similarly situated male employees. 103 S.Ct. at 3509. The Court instead allowed the plan to continue to pay the existing benefits derived from the contributions made prior to the Court's decision. The Court found that here too the employer could reasonably have thought its pension plan lawful and that retroactive application of the holding could have a devas-

tating impact on plan reserves. *Id.* at 3510. It so ruled even though seven of the eight lower courts considering the issue had anticipated *Norris*.[2]

There are many similarities between this case and *Manhart* and *Norris*. Like the employers in *Manhart* and in *Norris*, the Company would face a substantial new liability payable immediately under the ruling of the courts below. The pension fund contributions in those cases are similar to the Company's insurance premiums, since both are based on risk allocation. The insurance premiums are determined by taking into account the amount the insurer will likely have to disburse. The addition of pregnancy expenses necessarily raises the cost of the premium. The *Manhart* court noted the inequity of retroactivity where this type of risk allocation is involved. The district court in *Manhart* had ordered the defendant to refund to female employees the difference between their contributions and those made by male employees. This court reversed, stating:

> This may give the victims of the discrimination more than their due. If an undifferentiated actuarial table had been employed in 1972, women employees would no doubt have been lower than they were, but they would not have been as low as the contributions actually made by men in that period. The District Court should at least have considered ordering a refund of only the difference between contributions they would have made under an actuarially sound and nondiscriminatory plan.

435 U.S. at 719 n.36. The same problem exists here. If the Company's dependent insurance had provided pregnancy benefits all along, it certainly would have

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[2] For a listing of these cases *see Norris*, 463 U.S. at ____ n.9.

been within its rights to raise the amount of the contributions of *all* employees opting for dependent coverage. Thus, by ordering the Company to refund the costs incurred by male employees, the Company is forced to shoulder an expense that could have been borne by the ultimate beneficiaries (the employees) through "shared risk." As this Court has twice noted: "Drastic changes in the legal rules governing pension and insurance funds, like other unforeseen events, can [jeopardize the insurer's solvency and, ultimately, the insureds' benefits.] Consequently, the rules that apply to these funds should not be applied retroactively unless the legislature has plainly commanded that result." *Manhart,* 435 U.S. at 721; *Norris,* 463 U.S. at ____ (Powell, J. concurring).

CONCLUSION

For these reasons, a writ of certiorari should issue to review the judgment and opinion of the Eleventh Circuit.

Respectfully submitted,

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IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1985

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,
PLAINTIFF-APPELLEE,

v.

ATLANTA GAS LIGHT COMPANY,
DEFENDANT-APPELLANT.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

APPENDIX A

UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

No. 84-8051.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,
Plaintiff-Appellee,

versus

ATLANTA GAS LIGHT COMPANY,
Defendant-Appellant.

Jan. 28, 1985.

The Equal Employment Opportunity Commission brought suits challenging employer's requirement that male employees pay an extra premium for pregnancy-related expenses of their wives. The United States District Court for the Northern District of Georgia, G. Ernest Tidwell, J., entered judgment that United States Supreme Court's recent decision in *Newport News Shipbuilding & Dry Dock Co. v. EEOC*, 462 U.S. 669, 103 S.Ct. 2622, 77 L.Ed.2d 89, should be given retroactive effect. Employer appealed. The Court of Appeals, Vance, Circuit Judge, held that in view of facts that legislative history of Pregnancy Discrimination Act of 1978 rendered self-evident the correct result in Supreme Court's *Newport News* case, in which Supreme Court found that employment discrimination statute prohibits employers from discriminating against male workers by singling out their wives' pregnancy-related expenses for unfavorable health insurance coverage, that retroactive application of *Newport News* would further application of its rule, and that employer's

burden of making victims whole in instant case would not result in inequitable distribution, retroactive relief back to date on which Pregnancy Discrimination Act became effective, rather than to date on which *Newport News* was rendered, was appropriate.

Affirmed.

Courts 100(1)

In view of facts that legislative history of Pregnancy Discrimination Act of 1978 rendered self-evident the correct result in Supreme Court's *Newport News* case, in which Supreme Court found that employment discrimination statute prohibits employers from discriminating against male workers by singling out their wives' pregnancy-related expenses for unfavorable health insurance coverage, that retroactive application of *Newport News* would further application of its rule, and that employer's burden of making victims whole in instant case would not result in inequitable distribution, retroactive relief back to date on which Pregnancy Discrimination Act became effective, rather than to date on which *Newport News* was rendered, was appropriate. Civil Rights Act of 1964, §§ 701 et seq., 701(k), as amended, 42 U.S.C.A. §§ 2000e et seq., 2000e(k).

J. Lewis Sapp, Thomas A. Pogue, Atlanta, Ga., for defendant-appellant.

Justine Lisser, EEOC, Washington, D.C., for plaintiff-appellee.

Appeal from the United States District Court for the Northern District of Georgia.

Before VANCE and ANDERSON, Circuit Judges, and PITTMAN*, District Judge.

VANCE, Circuit Judge:

Atlanta Gas Light Company appeals the district court's holding that the Supreme Court's recent decision in *Newport News Shipbuilding & Dry Dock Co. v. EEOC*, 462 U.S. 669, 103 S.Ct. 2622, 77 L.Ed.2d 89 (1983), should be given retroactive effect. We affirm.

From 1976 to 1983, Atlanta Gas Light Company provided a group hospitalization plan to its employees which afforded female employees full insurance coverage for pregnancy-related conditions, but which required male employees to pay an extra premium for the pregnancy-related expenses of their wives. The EEOC brought suits challenging this and similar programs under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e to e-17, as amended by the Pregnancy Discrimination Act of 1978 (PDA), 42 U.S.C. 2000e(k).[1] The district court found for Atlanta Gas Light on summary judgment, and the EEOC appealed. While the appeal was pending before this court, the Supreme Court held in *Newport News* that Title VII

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* Honorable Virgil Pittman, U.S. District Judge for the Southern District of Alabama, sitting by designation.

[1] 42 U.S.C. § 2000e(k) reads in relevant part: (k) The terms "because of sex" or "on the basis of sex" include, but are not limited to, because of or on the basis of pregnancy, childbirth, or related medical conditions; and women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment-related purposes, including receipt of benefits under fringe benefit programs, as other persons not so affected but similar in their ability or inability to work, and nothing in section 2000e-2(h) of this title shall be interpreted to permit otherwise. . . .

prohibits employers from discriminating against male workers by singling out their wives' pregnancy-related expenses for unfavorable health insurance coverage. Based on *Newport News*, a panel of this court summarily reversed.

On remand, the district court ordered Atlanta Gas Light to compensate those of its male employees who had suffered unfavorable treatment under its pregnancy policy for the losses that they had incurred as of the effective date of the PDA.[2] Atlanta Gas Light now challenges that order, claiming that it should be held liable only as of the date on which *Newport News* was rendered, rather than the date on which the PDA became effective.[3] Both parties agree that the three-part test for nonretroactivity set out in *Chevron Oil Co. v. Huson*, 404 U.S. 97, 106-07, 92 S.Ct. 349, 355-56, 30 L.Ed.2d 296 (1971) frames our inquiry.

The general rule at common law is to give judicial decisions retroactive effect. In the mid-1960's, the Supreme Court began to expand the exceptions to this basic principle for those criminal procedure cases in

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[2] The court ordered Atlanta Gas Light to do the following; "reimburse every male employee and every former male employee for all insurance premiums paid for the supplemental pregnancy coverage . . . between April 29, 1979, and June 20, 1983, plus interest of twelve percent per annum", and "reimburse every male employee and every former male employee who elected dependent coverage [but not supplemental pregnancy coverage] for the medical and hospital costs for the pregnancy of his wife and resulting childbirth which have not heretofore been reimbursed . . . plus twelve percent per annum. Those expenses which Defendant must reimburse under this Order are limited to expenses incurred between April 29, 1979 and June 20, 1983."

[3] Atlanta Gas Light changed its policy to comport with *Newport News* as of the date on which that decision was announced.

which it was creating new constitutional rules. *See, e.g., Linkletter v. Walker,* 381 U.S. 618, 85 S.Ct. 1731, 14 L.Ed.2d 601 (1965); *See United States v. Johnson,* 457 U.S. 537, 542, 102 S.Ct. 2579, 2583, 73 L.Ed.2d 202 (1982). In 1971, the Court further expanded the scope of its nonretroactivity doctrine in *Huson* when it found that retroactive application may also be inappropriate in a narrow range of civil cases according to the following three criteria:

> First, the decision to be applied nonretroactively must establish a new principle of law, either by overruling clear past precedent on which litigants may have relied, or by deciding an issue of first impression whose resolution was not clearly foreshadowed. Second, it has been stressed that "we must * * * weigh the merits and demerits in each case by looking to the prior history of the rule in question, its purpose and effect, and whether retrospective operation will further or retard its operation." Finally, we have weighed the inequity imposed by retroactive application, for "[w]here a decision of this Court could produce substantial inequitable results if applied retroactively, there is ample basis in our cases for avoiding the 'injustice or hardship' by a holding of nonretroactivity."

Huson, 404 U.S. at 106-07, 92 S.Ct. at 355 (citations omitted). Since then, the Court has found nonretroactivity to be appropriate in two Title VII cases, *Los Angeles Dep't of Water & Power v. Manhart,* 435 U.S. 702, 98 S.Ct. 1370, 55 L.Ed.2d 657 (1978), and *Arizona Governing Committee for Tax Deferred Annuity & Deferred Compensation Plans v. Norris,* 463 U.S. 1073, 103 S.Ct. 3492, 77 L.Ed.2d 1236 (1983). The defendant argues that the Court's application of the *Hu-*

son factors in those cases dictates an identical result here.

We believe, however, that such a conclusion would derive from a misunderstanding of the controlling factors in *Manhart* and *Norris*. As an initial matter, both of those opinions emphasized the continuing validity of *Albemarle Paper Co. v. Moody*, 422 U.S. 405, 95 S.Ct. 2362, 45 L.Ed.2d 280 (1975), which established a strong presumption of retroactivity in Title VII cases. In *Norris*, the Court reaffirmed that "retroactive relief is normally appropriate in the typical Title VII case", 463 U.S. at ___, 103 S.Ct. at 3510, and in *Manhart* the Court stated that "[t]he *Albemarle* presumption in favor of retroactive liability can seldom be overcome." 435 U.S. at 719, 98 S.Ct. at 1381. In our view, those aspects of *Norris* and *Manhart* which overcame that presumption do not exist in this case.

First, the defendant is unable to show that the issue on which he lost was one "of first impression whose resolution was not clearly foreshadowed." In both *Manhart* and *Norris*, the Court emphasized that its resolution of the issues would have been so difficult to predict that it would be unreasonable to penalize those defendants for not having changed their policies ahead of time. According to the Court's own opinion in *Newport News*, however, the situation is quite different here. The Court noted in that case that Congress' passage of the PDA resulted in large part from its disapproval of the Court's previous decision in *General Elec. Co. v. Gilbert*, 429 U.S. 125, 97 S.Ct. 401, 50 L.Ed.2d 343 (1976). In the Court's words, "Although *Gilbert* concluded that an otherwise inclusive plan that singled out pregnancy-related benefits for exclusion was nondiscriminatory on its face . . . Congress

has unequivocally rejected that reasoning. The 1978 Act makes clear that it is discriminatory to treat pregnancy-related conditions less favorably than other medical conditions." 463 U.S. at ___, 103 S.Ct. at 2631. As this and other passages in the Court's opinion demonstrate, *see id.* 103 S.Ct. at 2631-32, it believed that the legislative history of the PDA rendered the correct result in *Newport News* self-evident.

Atlanta Gas Light argues, however, that the history of both this litigation and the EEOC's challenges to similar plans proves that the outcome was not so clearly foreordained as *Newport News* would suggest. The defendant points out that the district court rendered summary judgment in its favor, and that other courts ruled similarly. *See, e.g., EEOC v. Joslyn Mfg. & Supply Co.,* 706 F.2d 1469, *vacated,* 724 F.2d 52 (7th Cir. 1983); *EEOC v. Lockheed Missiles & Space Co.,* 680 F.2d 1243 (9th Cir. 1982), *vacated,* ___ U.S. ___, 103 S.Ct. 3530, 77 L.Ed.2d 1383 (1983); *EEOC v. Emerson Elec. Co.,* 539 F.Supp. 153 (E.D.Mo.1982). To accept these holdings as dispositive proof that the statute's meaning was unclear would, however, require us to place more weight on the lower courts' statutory analysis than on that of the Supreme Court. This we cannot do. The Supreme Court's role as final arbiter encompasses not only the power to define the meaning of a statute but also the power to announce whether or not that meaning is clear. For us to adhere to the Court's holding but not its reasoning would violate the rules of precedent which control our decision making processes.

The defendant also fails to satisfy the second and third *Huson* criteria. As the Court explained in *Albemarle,* retroactive application has been the historical

rule for Title VII cases because both Congress and the courts have found it to further the statute's goals in two essential ways; by creating incentives for employers to "self-evaluate" and "shun practices of dubious legality" even before they are challenged in litigation, 422 U.S. at 417-18, 95 S.Ct. at 2371-72, and by "mak[ing] persons whole for injuries suffered on account of unlawful employment discrimination," *id.* at 418, 95 S.Ct. at 2372. The Court's decision not to apply its holding retroactively in *Manhart* and *Norris* reflects not its sudden disapproval of the general rule, but rather its recognition of the extraordinary facts of those two cases. Retroactive compensation would have had "devastating results" in both instances, endangering the solvency of the plaintiffs' own pension fund in *Manhart,* and likewise jeopardizing the fiscal soundness of the plaintiffs' insurance program in *Norris.* In contrast, Atlanta Gas Light has not shown that the costs of making its victims whole will lead to such unacceptable results. In addition, we do not perceive that the burden of making the victims whole in this case will be distributed as inequitably as it would have been in *Manhart* and *Norris.* Whereas in those cases the costs of compensating the plaintiffs inevitably would have been shouldered by innocent third parties such as fellow pensioners and unwitting taxpayers—as well as by the plaintiffs themselves in the event of insolvency—here the burden will fall on the entity responsible for the discriminatory policy. For these reasons, we find retroactive relief appropriate.

Finally, the defendant challenges the district court's award of 12 percent interest on the retroactive awards. We find no abuse of discretion in the court's decision to take account of prevailing interest rates in formulating its order; on the contrary, that decision com-

ports well with the *Albemarle* rule that victims of discrimination should be made as whole as possible under Title VII.

AFFIRMED.

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1985

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,
PLAINTIFF-APPELLEE,

v.

ATLANTA GAS LIGHT COMPANY,
DEFENDANT-APPELLANT.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

APPENDIX B

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF GEORGIA

No. C81-1090A.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,
Plaintiff-Appellee,

versus

ATLANTA GAS LIGHT COMPANY,
Defendant-Appellant.

December 15, 1983.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION v. ATLANTA GAS LIGHT COMPANY, No. C81-1090A, December 15, 1983

CIVIL RIGHTS ACT OF 1964

1. Sex — Health benefits — 108.4144

U.S. Supreme Court's decision in Newport News Shipbuilding & Drydock Co. (32 FEP Cases 1) invalidating insurance program excluding pregnancy coverage for female beneficiaries of male employees and providing complete coverage to male beneficiaries of female employees did not establish new principle of law and therefore will be applied retroactively.

2. Interest — 210.451 — 225.681

Prejudgment interest at rate of 12 percent is appropriate to compensate male employees for all insurance premiums paid under employer's unlawful disability insurance program.

Action under Title VII of Civil Rights Act of 1964 by EEOC against employer, wherein EEOC moved for entry of remedial order. Motion granted.

Full Text of Opinion

TIDWELL, District Judge: — The above styled matter is presently before the court on the plaintiff's motion for entry of order which was filed in accordance with this court's order of September 2, 1983. The defendant has objected to the proposed order submitted by the plaintiff on the following grounds: (1) the decision in Newport News Shipbuilding & Dry Dock Co. v. EEOC, 462 U.S. 669, 51 LW 4837, 32 FEP Cases 1 (U.S. June 20, 1983), should not be applied retroactively; (2) the proposed order does not properly define the expenses which the company's employees would be entitled to recover nor does it allow sufficient time for processing and paying the employees' claims; and (3) if the company must reimburse any employees, it should not be ordered to add any interest to such amounts, and in any event, the proper rate for prejudgment interest is seven percent, not twelve percent as proposed by the EEOC.

[1] In order to be applied nonretroactively, a court's decision must, as an initial matter, "establish a new principle of law, either by overruling clear past precedent on which litigants may have relied . . . or by deciding an issue of first impression whose resolution was not clearly foreshadowed. . . ." Chevron Oil Co. v. Huson, 404 U.S. 97, 106 (1971) (citations omitted). In Newport News, the Supreme Court indicated that its decision was clearly foreshadowed when Congress amended Title VII in 1978. Referring to its earlier holding in General Electric Co. v. Gilbert, 429 U.S. 125, 13 FEP Cases 1657 (1976), that a company health

insurance plan's exclusion of disabilities caused by pregnancy did not constitute discrimination based on sex, the Court in Newport News stated that Congress had "unambiguously expressed its disapproval of both the holding and the reasoning of the Court in the Gilbert decision" when it had amended Title VII, and the Court concluded by stating that "Congress' rejection of the premises of General Electric v. Gilbert forecloses any claim that an insurance program excluding pregnancy coverage for female beneficiaries and providing complete coverage to similarly situated male beneficiaries does not discriminate on the basis of sex." 51 LW at 4839, 4841. In light of the unequivocal language employed by the Supreme Court, this court concludes that it cannot be said that Newport News established a new principle of law, and therefore this threshold requirement for nonretroactivity has not been met. Accordingly, this court concludes that the decision in Newport News should be applied retroactively.

[2] Concerning the second ground for objection raised by the defendant, it appears that the amended order submitted by the EEOC on November 4, 1983 adequately addresses the concerns expressed therein. Because a primary purpose of the remedial provisions of Title VII is to make whole the victims of unlawful discrimination, and because the amended order submitted by the EEOC provides for reimbursement "within a reasonable time" as requested by the company, the court concludes that prejudgment interest is appropriate in order to fully compensate those employees entitled to reimbursement and to expedite the processing of reimbursement claims. The court also concludes that twelve percent is a proper rate of interest to impose. See Davis v. Construction Materials, A

Division of Ancar Enterprises, Inc., 558 F.Supp. 697, 36 FEP Cases 1779 (N.D. Ala. 1983), and cases cited therein. The court notes that in Washington v. Kroger Co., 671 F.2d 1072, 29 FEP Cases 1739 (8th Cir. 1982), a case cited by the defendant, the appellate court observed that an eight percent prejudgment interest rate in a Title VII case was "hardly compensable in today's market conditions." Id. at 1078. Accordingly, the plaintiff's motion for entry of order is hereby granted and sustained and the court will enter the amended order submitted by the plaintiff on November 4, 1983.

Having granted Plaintiff's motion for partial summary judgment by Order of September 2, 1983, it is hereby ordered that Defendant shall:

1. Within a reasonable time after the entry of this Order, reimburse every male employee and every former male employee for all insurance premiums paid for the supplemental pregnancy coverage under Defendant's health insurance plan between April 29, 1979, and June 20, 1983, plus interest of twelve percent per annum.

2. Within a reasonable time after the entry of this Order, reimburse every male employee and every former male employee who elected dependent coverage under Defendant's health insurance plan for the medical and hospital costs for the pregnancy of his wife and resulting childbirth which have not heretofore been reimbursed under Defendant's health insurance plan, plus interest of twelve percent per annum. Those expenses which Defendant must reimburse under this Order are limited to expenses incurred between April 29, 1979, and June 20, 1983, and are further limited to expenses incurred by each male employee after his election of dependent coverage and before the termi-

nation of his employment. Such reimbursements are to be made in accordance with the provisions in Defendant's health insurance plan on comprehensive major medical benefits in effect at the time the costs were incurred. The applicable provisions shall specifically include any provision regarding the coordination of benefits with any other health insurance paying benefits to the employee or his wife and any provision regarding payment of benefits on acocunt of a preexisting condition. Any exclusion from coverage for pregnancy, childbirth, or resulting complications and any special limitations on the amount of recovery which apply only to pregnancy-related costs shall be striken for the purpose of calculating reimbursement. Defendant shall have no obligation to reimburse any claim received more than sixty (60) days after the date of the letter referred to in paragraph three below.

3. Notify every male employee and former male employee employed by Defendant between April 29, 1979, and June 20, 1983, in writing by sending a certified letter to their last known address stating that this Order has been entered and that they may be entitled to reimbursement for the premiums they paid for pregnancy coverage and for the pregnancy-related expenses they incurred. Attached as Exhibit A is a copy of the letter to be sent to the male employees.

4. Mail to every male employee and former male employee employed by Defendant between April 29, 1979, and June 20, 1983, an insurance claim form along with the letter referred to in paragraph three above.

5. Compute the amount of reimbursement due every male employee and former male employee pursuant to the provisions of paragraphs one and two above.

6. Make available to Plaintiff all insurance claim forms returned to Defendant and any information in support of these claims which are received by Defendant from employees seeking reimbursement pursuant to this Order.

7. Make available to Plaintiff a list of all male employees and former male employees who paid the additional premiums for pregnancy coverage between April 29, 1979, and June 20, 1983, and the total premiums paid.

8. Provide Plaintiff with an accounting of all funds dispersed to current and former male employees pursuant to this Order. The accounting will reflect each employee's name and address, the amount of the claim or claims for reimbursement, and the amount of reimbursement for past premiums paid for pregnancy insurance.

9. Post in a conspicuous place at all of its separate facilities a copy of this Order and Exhibit A attached hereto.

10. Pay the costs of this action.

It is further ORDERED, ADJUDGED, and DECREED that Defendant is hereby enjoined and restrained from making any additional charge for or placing any special dollar limitation on the pregnancy coverage for the spouses of male employees who have elected dependent coverage under Defendant's group health insurance plan.

EXHIBIT A

Dear Sir:

By Order of the Honorable G. Ernest Tidwell, Judge, United States District Court for the Northern District of Georgia, Atlanta Gas Light Company's policy of refusing to pay for the hospital and medical costs of the pregnancy of the wives of male employees with dependency coverage has been ruled in violation of Title VII of the Civil Rights Act of 1964. The Court has also ruled that Atlanta Gas Light's Charging of a $7 per month premium for pregnancy coverage is a violation of Title VII. The Court has ordered that all male employees and former male employees be reimbursed for all hospital and medical costs related to the pregnancy of their wives since April 29, 1979. The Court has also ordered that all male employees and former male employees who paid the extra $7 per month premium for pregnancy coverage be reimbursed for the premium paid as well as any pregnancy costs not, heretofore, reimbursed. Reimbursement will be made in accordance with the Comprehensive Major Medical Benefits Provisions of the health insurance plan in effect at the time the pregnancy costs were incurred, except to the extent explained in the court's Order.

If you elected dependants coverage under the health insurance plan and incurred any hospital or medical costs for the pregnancy of your wife and since April 29, 1979 you should complete the attached claim form just as you would for any other medical or hospital claim. You must complete the claim form and return it to the company within 60 days. Failure to do so will forever bar you from obtaining relief for these unreimbursed pregnancy claims.

If you paid the extra $7 per month premium for pregnancy coverage you will be entitled to reimbursement for the premiums paid since April 29, 1979, as well as payment for unreimbursed hospital and medical costs related to your spouses pregnancy. Reimbursement will be made in accordance with the Comprehensive Major Medical Benefits Provisions in effect at the time the pregnancy related costs were incurred.

Sincerely,
Joe T. LaBoon
President

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1985

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,
PLAINTIFF-APPELLEE,

v.

ATLANTA GAS LIGHT COMPANY,
DEFENDANT-APPELLANT.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

APPENDIX C

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

No. C81-1090A.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

versus

ATLANTA GAS LIGHT COMPANY

ORDER

The above-styled action is brought under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, alleging that the defendant has discriminated against its male employees on the basis of sex. The plaintiff contends that the defendant has violated Section 703(a) of Title VII, 42 U.S.C. § 2000e-2(a) by failing to provide coverage for the pregnancy-related medical expenses of the dependent spouses of its male employees to the extent that it provides comprehensive coverage for the medical expenses of the dependent spouses of its female employees. The defendant denies that its employee benefit plan violates Title VII.

The matter is presently before the court on the parties' cross-motions for summary judgment. As there are no disputed issues of material fact, resolution of the remaining legal issue by the court is appropriate. To date, two Circuit Courts of Appeal have addressed the merits of the identical issue in cases involving the Equal Employment Opportunity Commission and

other employers, and the most recent decision has found no Title VII violation. *EEOC v. Lockheed Missiles & Space Co.*, No. 81-4542, 29 FEP Cases 281 (9th Cir. July 6, 1982); *contra, Newport News Shipbuilding and Dry Dock Co. v. EEOC*, 667 F.2d 448 (4th Cir. June 22, 1982). After carefully considering the briefs of counsel and the relevant appellate decisions, the court has concluded that the Ninth Circuit's interpretation is the correct one. Accordingly, the plaintiff's motion for summary judgment is hereby overruled and denied, and the defendant's motion for summary judgment is hereby granted and sustained.

SO ORDERED, this 17 day of August, 1982.

/s/ G. ERNEST TIDWELL
Judge, United States District Court

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1985

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,
PLAINTIFF-APPELLEE,

v.

ATLANTA GAS LIGHT COMPANY,
DEFENDANT-APPELLANT.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

APPENDIX D

IN THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

No. 84-8051.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,
Plaintiff-Appellee,

versus

ATLANTA GAS LIGHT COMPANY,
Defendant-Appellant.

Appeal from the United States District Court for the Northern District of Georgia

ON PETITION FOR REHEARING AND SUGGESTION FOR REHEARING EN BANC

(Opinion January 28, 1985, 11 Cir., 1985, ____F.2d____).
(June 3, 1985)

Before VANCE and ANDERSON, Circuit Judges, and PITTMAN,* District Judge.

PER CURIAM

(X) The Petition for Rehearing is DENIED and no member of this panel nor other Judge in regular active service on the Court having requested that the Court

*Honorable Virgil Pittman, U.S. District Judge for the Southern District of Alabama, sitting by designation.

be polled on rehearing en banc (Rule 35, Federal Rules of Appellate Procedure; Eleventh Circuit Rule 26), the Suggestion for Rehearing En Banc is DENIED.

( ) The Petition for Rehearing is DENIED and the Court having been polled at the request of one of the members of the Court and a majority of the Circuit Judges who are in regular active service not having voted in favor of it (Rule 35, Federal Rules of Appellate Procedure; Eleventh Circuit Rule 26), the Suggestion for Rehearing En Banc is also DENIED.

( ) A member of the Court in active service having requested a poll on the reconsideration of this cause en banc, and a majority of the judges in active service not having voted in favor of it, rehearing en banc is DENIED.

ENTERED FOR THE COURT:

/s/ ROBERT S. VANCE
United States Circuit Judge

No. 85-3 (3)

Supreme Court, U.S.
FILED
OCT 8 1985
JOSEPH F. SPANIOL, JR.
CLERK

In the Supreme Court of the United States

OCTOBER TERM, 1985

ATLANTA GAS LIGHT COMPANY, PETITIONER

v.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

BRIEF FOR THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION IN OPPOSITION

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BEST AVAILABLE COPY

24 pp

QUESTION PRESENTED

Whether employees who were denied or overcharged for health insurance benefits by a concededly discriminatory health benefits plan should be denied remedies prescribed by Title VII on the ground that their injuries antedated this Court's authoritative construction of the relevant legislation.

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In the Supreme Court of the United States

OCTOBER TERM, 1985

No. 85-3

ATLANTA GAS LIGHT COMPANY, PETITIONER

v.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

BRIEF FOR THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION IN OPPOSITION

OPINIONS BELOW

The opinion of the court of appeals (Pet. App. A1-A9) is reported at 751 F.2d 1188. The December 15, 1983, opinion and order of the district court (Pet. App. B1-B8) is unreported. The district court's August 17, 1982, order (Pet. App. C1-C2) is unreported.

JURISDICTION

The judgment of the court of appeals was entered on January 28, 1985. A petition for rehearing was denied on June 3, 1985 (Pet. App. D1-D2). The petition for a writ of certiorari was filed on July 2, 1985. The jurisdiction of this Court is invoked under 28 U.S.C. 1254(1).

STATEMENT

1. The Equal Employment Opportunity Commission (EEOC) filed this action on June 5, 1981, alleging that petitioner Atlanta Gas Light Company's practice of providing unequal spousal medical benefits in its employees' health insurance plan constituted wage discrimination against male workers in violation of Section 703(a) of Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e-2(a), as amended by the Pregnancy Discrimination Act of 1978 (PDA), Pub. L. No. 95-555, 92 Stat. 2076 *et seq.*; see 42 U.S.C. 2000e-2(a), 2000e(k) (EEOC Complaint 2). The EEOC's complaint was predicated on charges of sex discrimination filed by nine male employees of the company.

The health insurance plan maintained by petitioner during the period at issue here—between April 29, 1979 (the effective date of the PDA) and June 20, 1983 (the day of this Court's decision in *Newport News Shipbuilding & Dry Dock Co.* v. *EEOC*, 462 U.S. 669)—covered the medical expenses of its employees free of charge. At an additional monthly rate, an employee could purchase medical benefits for his or her dependents. Pregnancy was specifically excluded from the dependent coverage policy. Any male employee who wished to have medical coverage for the pregnancy-related expenses of his spouse was required to purchase a supplemental policy.[1]

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[1]The dependent coverage policy, which excluded pregnancy, cost an employee $14.10 per month. Defendant's Answers to Plaintiff's First Set of Written Interrogatories, No. 4, at 3. Under the dependent plan, as under the employee plan, medical expenses were reimbursed at the following rates (*id.* No. 12, at 6):

Hospital — 100% of the first $1,000
80% of next $4,000 and
100% of all charges over $5,000 in the

Following this Court's decision in *Newport News,* which held that an employee insurance plan violates Title VII when it disadvantages male workers by providing lesser coverage for spousal pregnancy than for other spousal conditions, the company amended its health insurance plan to provide equal coverage of pregnancies of male employees' spouses.

2. On August 17, 1982, before this Court decided *Newport News,* the district court granted the company's motion for summary judgment on the issue of liability (Pet. App. C1-C2). Following the decision in *Newport News,* the court of appeals on August 16, 1983, summarily reversed the district court's decision in this case (Pet. App. A4).

On remand the district court held that *Newport News* was to be given retroactive effect (Pet. App. B1-B8). The court therefore ruled that the company was liable to those of its male employees electing dependent coverge who, after April 29, 1979, incurred expenses for their wives' pregnancies which were not compensated by the health benefits plan at a level commensurate with normal dependent coverage, and to those male employees who had paid the monthly premium for the supplemental pregnancy coverage. See note 1, *supra;* Pet. App. B4-B5. In holding that *Newport News* applied retroactively to this case, the district court determined that the company had not satisfied the test for nonretroactivity enunciated in *Chevron Oil Co.* v. *Huson,*

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insurance year. (Includes doctor charges and all other medical expenses.)

Doctor — 80% of reasonable charges.

By contrast, the supplemental spousal pregnancy policy cost an additional $7.00 per month and limited coverage to a flat maximum of $225.00, regardless of the actual hospital and doctor expenses incurred (*id.* No. 8, at 5). There were no similar limitations placed on the health benefits of female employees' spouses.

404 U.S. 97, 106 (1971) (Pet. App. B2-B3). Specifically, the district court found that *Newport News* did not involve " 'an issue of first impression whose resolution was not clearly foreshadowed' " (*id.* at B2 (quoting *Chevron Oil Co.* v. *Huson,* 404 U.S. at 106)), because the Court's opinion in *Newport News* indicated that its decision there was clearly foretold by Congress's enactment of the PDA in 1978 (Pet. App. B3).

A unanimous panel of the court of appeals affirmed. Noting that there is a strong presumption of retroactive relief in Title VII cases (Pet. App. A6), the court of appeals concluded that the *Chevron* criteria for nonretroactivity were not satisfied. First, the court held that this Court's decision in *Newport News* was clearly foreshadowed because the PDA " 'ma[de] clear that it is discriminatory to treat pregnancy-related conditions less favorably than other medical conditions' " (*id.* at A7 (quoting *Newport News,* 462 U.S. at 684)). Second, the court of appeals held that retroactive application of *Newport News* would further Title VII's goals of making victims of discrimination whole for their losses due to discrimination and would encourage employers to engage in self-evaluation and to correct discriminatory practices before litigation ensues (Pet. App. A7-A8). Third, the court concluded that retroactive relief would not be inequitable, distinguishing *Los Angeles Department of Water & Power* v. *Manhart,* 435 U.S. 702 (1978), and *Arizona Governing Committee for Tax Deferred Annuity & Deferred Compensation Plans* v. *Norris,* 463 U.S. 1073 (1983), which declined to apply retroactively Title VII sex discrimination holdings regarding pension plans. On this point, the court of appeals noted, first, that Atlanta Gas Light had not made a showing that retroactive liability would lead to the "devastating result" feared in *Manhart* and *Norris,* where "[r]etroactive compensation would have * * * endanger[ed] the solvency of the plaintiffs' own pension fund" or "the fiscal soundness of the plaintiffs'

insurance program," respectively (Pet. App. A8); and, second, that the equities in this case favor retroactive application because the burden of compliance will fall on the discriminator, Atlanta Gas Light Company, and not, as in *Manhart* or *Norris,* on "innocent third parties" like "fellow pensioners," "unwitting taxpayers," or "plaintiffs themselves in the event of insolvency" (Pet. App. A8).

ARGUMENT

Petitioner contends that this Court should review the court of appeals' decision because it was incorrect and the Court's guidance in this area of the law is needed. Because, however, there is no conflict among the circuits, the issue presented is of relatively little significance, and the Eleventh Circuit's decision was in fact correct, review should be denied.[2]

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[2]The Georgia-Pacific Corporation has filed a motion for leave to file an amicus brief, and attached their amicus brief. It raises no important issues not raised in the petition and dealt with in this brief in opposition, save perhaps one: that the presence of a collective bargaining agreement made it unlawful for the district court to order retroactive relief here. It is well established, however, that such a private, contractual agreement cannot change employees' statutory rights under Title VII. *Franks* v. *Bowman Transportation Co.,* 424 U.S. 747 (1976); *Alexander* v. *Gardner-Denver Co.,* 415 U.S. 36 (1974). This is especially so since, as discussed at pages 13-16, *infra,* the health insurance provided here cannot be practically distinguished from more conventional compensation; amicus's attempts to do so are unconvincing since wages are at least as subject to bargaining as are health benefits. Amicus's position would thus bar retroactive relief whenever items that could be bargained over by labor and management were involved—an indefensible result. Finally, this Court's ruling in *H.K. Porter Co.* v. *NLRB,* 397 U.S. 99 (1970), on which amicus solely relies, merely established that the NLRB is without statutory authority to compel labor or management to agree to a substantive contractual provision in a collective bargaining agreement. That decision in no way suggests that private parties may, through contractual agreement, modify statutory requirements that Congress has prescribed. The authority of the NLRB is not at issue here; nor is there any danger that retroactivity here will intrude on labor-

1. Petitioner does not assert that there is, nor is there, any conflict among the circuits concerning the retroactive application of this Court's decision in *Newport News.* Indeed, the only other court of appeals which has considered the issue, in a decision which petitioner fails to cite, reached the same conclusion the Eleventh Circuit did and rejected the argument that *Newport News* should be applied prospectively only. *EEOC* v. *Puget Sound Log Scaling & Grading Bureau,* 752 F.2d 1389 (9th Cir. 1985). Two district courts have reached the same result. *Schiffman* v. *Cimarron Aircraft Corp.,* 38 Fair Empl. Prac. Cas. (BNA) 1245, 1247 (W.D. Okla. Aug. 8, 1985); *EEOC* v. *MTC Gear Corp.,* 595 F. Supp. 712, 715-716 (N.D. Ill. 1984). We are aware of no court having ruled to the contrary.

2. Moreover, the issue presented is of limited importance. Insofar as the illegality of the policy at issue in this case was conclusively established by *Newport News,* the question presented concerns only the appropriate relief required from employers who failed to comply with the Pregnancy Discrimination Act during a circumscribed time period—*i.e.*, at a maximum, between the Act's effective date of April 29, 1979, and June 20, 1983, the date of the *Newport News* decision. The limited effect of the court of appeals' decision is also discussed at pages 14-17, *infra.*

3. Finally, this Court should decline to grant certiorari because the Eleventh Circuit's—and Ninth Circuit's—decision was correct.

In *Albemarle Paper Co.* v. *Moody,* 422 U.S. 405, 413-425 (1975), this Court established a presumption in favor of

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management relations, since the plan has already been changed. Cf. *Albemarle Paper Co.* v. *Moody,* 422 U.S. 405, 422 n.16 (1975).

We also note that this issue would not appear to be properly encompassed in petitioner's question presented, and was not raised by the parties below.

a "make whole" award of back pay for victims of unlawful discrimination, and "[t]he *Albemarle* presumption in favor of retroactive liability can seldom be overcome * * *." *Los Angeles Department of Water & Power* v. *Manhart*, 435 U.S. at 719; see also *Arizona Governing Committee for Tax Deferred Annuity & Deferred Compensation Plans* v. *Norris*, 463 U.S. at 1091-1092 (opinion of Marshall, J.); *id.* at 1105 (opinion of Powell, J.); *id.* at 1110 (O'Connor, J., concurring). Here, as the court of appeals concluded, petitioners have failed to satisfy any of the three criteria governing nonretroactivity of judicial decisions set forth in *Chevron Oil Co.* v. *Huson, supra,* and therefore have not justified the unusual course of denying monetary relief to victims for economic losses suffered as the result of unlawful discrimination.[3]

a. The court of appeals correctly held that *Newport News* did not establish any "new principle of law" within the contemplation of the *Chevron* three-part test (see 404 U.S. at 106) because the decision did not overrule clear precedent upon which Atlanta Gas Light could reasonably have

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[3]The following three considerations, discussed seriatim in the text, pages 7-17, *infra,* bear on the issue of nonretroactivity:

> First, the decision to be applied nonretroactively must establish a new principle of law, either by overruling clear past precedent on which litigants may have relied * * * or by deciding an issue of first impression whose resolution was not clearly foreshadowed * * *. Second, it has been stressed that "we must . . . weigh the merits and demerits in each case by looking to the prior history of the rule in question, its purpose and effect, and whether retrospective operation will further or retard its operation." * * * Finally, we have weighed the inequity imposed by retroactive application, for "[w]here a decision of this Court could produce substantial inequitable results if applied retroactively, there is ample basis in our cases for avoiding the 'injustice or hardship' by a holding of nonretroactivity."

Chevron Oil Co. v. *Huson,* 404 U.S. at 106-107 (citations omitted).

relied and, furthermore, the holding in *Newport News* was "clearly foreshadowed."

While it is probable that all three *Chevron* criteria must be met for a rule not to be applied retroactively in a civil context,[4] there is an especially strong presumption of retroactivity when there is no "new principle of law."[5] A new principle of law is not created absent a clear break with past practice[6] and, in this case, the ruling in *Newport News* was

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[4]See *Cochran* v. *Birkel*, 651 F.2d 1219, 1223 n.8 (6th Cir. 1981), cert. denied, 454 U.S. 1152 (1982); *NLRB* v. *Lyon & Ryan Ford, Inc.*, 647 F.2d 745, 757 (7th Cir.), cert. denied, 454 U.S. 894 (1981); *Harpp* v. *General Electric Co.*, 571 F. Supp. 426, 432 (N.D.N.Y. 1983); *Rohm & Haas Co.* v. *Dawson Chem. Co.*, 557 F. Supp. 739, 816 (S.D. Tex. 1983). Compare *Cash* v. *Califano*, 621 F.2d 626, 629 (4th Cir. 1980).

[5]*Chevron*, of course, says that the decision "*must* establish a new principle of law" (404 U.S. at 106 (emphasis added)), and this requirement has been treated as a "threshold" test. See *United States* v. *Johnson*, 457 U.S. 537, 550 n.12 (1982); *Hanover Shoe, Inc.* v. *United Shoe Machinery Corp.*, 392 U.S. 481, 495-502 (1968); *Kremer* v. *Chem. Constr. Corp.*, 623 F.2d 786, 788-789 (2d Cir. 1980) (and cases collected there); 1B J. Moore, J. Lucas & T. Currier, *Moore's Federal Practice* ¶¶ 0.402 [3.-2-3], 0.402 [3.-2-4], at 73-74, 92-93 (2d ed. 1984).

[6]See, *e.g.*, *United States* v. *Johnson*, 457 U.S. 537, 551-552 (1982):

> [The case at issue] did not announce an entirely new and unanticipated principle of law. In general, the Court has not subsequently read a decision to work a "sharp break in the web of the law," *Milton* v. *Wainwright*, 407 U.S. 371, 381, n.2 (1972) (Stewart, J., dissenting), unless that ruling caused "such an abrupt and fundamental shift in doctrine as to constitute an entirely new rule which in effect replaced an older one," *Hanover Shoe, Inc.* v. *United Shoe Machinery Corp.*, 392 U.S. 481, 498 (1968). Such a break has been recognized only when a decision explicitly overrules a past precedent of this Court, see, *e.g.*, *Desist* v. *United States*, 394 U.S. 244 (1969); *Williams* v. *United States*, 401 U.S. 646 (1971), or disapproves a practice this Court arguably has sanctioned in prior cases, see, *e.g.*, *Gosa* v. *Mayden*, 413 U.S., at 673 (plurality opinion); *Adams* v. *Illinois*, 405 U.S., at 283; *Johnson* v. *New Jersey*, 384 U.S., at 731, or overturns a longstanding and widespread practice to which this Court has not spoken, but which a near-unanimous body of lower court authority has expressly

foreshadowed by the PDA itself, other rulings of this Court, the EEOC's guidelines, and rulings by other federal courts.

The only past precedent of this Court supporting the company's policy is *General Electric Co.* v. *Gilbert,* 429 U.S. 125 (1976), which held that denial of pregnancy benefits did not discriminate on the basis of sex. As this Court emphasized in *Newport News,* however, Congress, through enactment of the PDA, "unambiguously expressed its disapproval of both the holding and the reasoning * * *" in *Gilbert* (462 U.S. at 678), "made clear" that singling out pregnancy for unfavorable treatment in a fringe benefit program is unlawful (*id.* at 684), and thus "foreclose[d] any claim" that a medical insurance plan which provided unequal treatment of spousal pregnancy could legally survive the effective date of the PDA (*id.* at 685). Petitioner concedes (Pet. 13 (footnote omitted)) that *Newport News* said Congress's rejection "of both the holding *and the reasoning* of *Gilbert*" was "clear" (emphasis in petition). In short, this Court concluded that the PDA itself clearly

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approved. See, *e.g., Gosa* v. *Mayden,* 413 U.S., at 673 (plurality opinion) (applying nonretroactively a decision that "effected a decisional change in attitude that had prevailed for many decades"); *Stovall* v. *Denno,* 388 U.S., at 299-300. See also *Chevron Oil Co.* v. *Huson,* 404 U.S. 97, 107 (1971); *Cipriano* v. *City of Houma,* 395 U.S. 701 (1969); *Milton* v. *Wainwright,* 407 U.S., at 381-382, n.2 (Stewart, J., dissenting) ("sharp break" occurs when "decision overrules clear past precedent . . . or disrupts a practice long accepted and widely relied upon").

Needless to say, none of these criteria is met here.

The government believes that a distinction should be made between retroactivity in a civil context like this one, where retroactivity involves the provision of remedies for violation of statutory rights, and retroactivity in a criminal context like *Johnson,* where it involves deterrence of police misconduct. The conclusion to be drawn from this, however, is that the principles stated in *Johnson* apply *a fortiori* to this case.

foreshadowed the resolution reached in *Newport News.* (See also the Eleventh Circuit's decision, Pet. App. A7.)[7]

Even before *Newport News,* this Court had held on several occasions in the equal protection context that less favorable provision of benefits to spouses of female employees constituted sex discrimination not only against the spouses but against employees. See *Puget Sound,* 752 F.2d at 1391 (citing *Califano* v. *Goldfarb,* 430 U.S. 199, 208-209 (1977); *Weinberger* v. *Wiesenfeld,* 420 U.S. 636, 645 (1975); *Frontiero* v. *Richardson,* 411 U.S. 677, 688 (1973); *Wengler* v. *Druggists Mutual Ins. Co.,* 446 U.S. 142, 147-149 (1980)). This Court itself made this point in *Newport News,* 462 U.S. at 682-683 n.22. These cases further foreshadowed *Newport News.*[8]

Moreover, prior to the six-month grace period provided by Congress for compliance with the PDA (see Pub. L. No. 95-955, § 2(b), 92 Stat. 2076), the EEOC published PDA guidelines in the form of questions and answers in order to give notice to " 'all interested parties * * * of EEOC's view of their rights and obligations in advance of April 29, 1979 [the PDA's "fringe benefit" effective date], so that they may

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[7]Petitioner erroneously suggests that the EEOC conceded at oral argument in *Newport News* that the PDA is unclear (Pet. 13). What counsel said was that one portion of the legislative history—a passage of a Senate report (S. Rep. 95-331, 95th Cong., 1st Sess. 6 (1977))—did not speak "with absolute clarity." Oral Argument Transcript 25. Counsel concluded, however, that the legislative history as a whole was "remarkably consistent in rejecting the rationale of *Gilbert*" (*id.* at 29 (emphasis added)), and that the opposing claim that the legislative history invited application of *Gilbert* to spousal pregnancy benefits had "no basis" (*id.* at 28-29).

[8]Thus, the situation here is as it was in *Brown* v. *Louisiana,* 447 U.S. 323, 335 (1980): "Unlike other cases that have been accorded prospective effect only, [the case at issue] did not overrule any prior decisions of this Court or invalidate a practice of heretofore unquestioned legitimacy" (plurality opinion) (citations omitted).

be in compliance by that date.' " *Newport News,* 462 U.S. at 673 n.8 (citation omitted). "Two of those questions, numbers 21 and 22, made it clear that the EEOC would consider [a plan such as petitioner's] * * * unlawful" (*id.* at 673). These guidelines, which constituted "[t]he administrative interpretation of the Act by the enforcing agency," would be given "great deference" by the courts—*Griggs* v. *Duke Power Co.,* 401 U.S. 424, 433-434 (1971); see also *Albemarle,* 422 U.S. at 430-431—which petitioner could have and should have foreseen.[9] Thus, the guidelines further foreshadowed the interpretation of the PDA ultimately endorsed by this Court. See *EEOC* v. *Puget Sound,* 752 F.2d at 1391.

Finally, petitioner's claim of "reliance on the great weight of [then] current [lower court] jurisprudence" (Pet. 15) in maintaining its discriminatory policy after passage of the PDA cannot withstand scrutiny. The first decision

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[9]The EEOC has principal enforcement responsibility for Title VII with respect to private employers. See 43 Fed. Reg. 19807 (1978), with accompanying Exec. Order No. 12,067, 43 Fed. Reg. 28967 (1978) (Executive Branch reorganization of 1978). See also 42 U.S.C. 2000e-12.

Petitioner argues (Pet. 13-14) that *Newport News* was not clearly foreshadowed by EEOC guidelines because certain other interpretations of the EEOC had been rejected in *General Electric Co.* v. *Gilbert,* 429 U.S. at 141-145, and *Los Angeles Department of Water & Power* v. *Manhart,* 435 U.S. at 719-720 n.36. In those cases, though, the guideline at issue was discounted because, variously, it was not a contemporaneous construction of the statute, it contradicted an earlier position of the EEOC, there was a differing position of the Wage and Hour Administrator with respect to whether the practice at issue was unlawful, and the legislative history conflicted with the EEOC's interpretation. In contrast, the EEOC guideline involved here was issued contemporaneously with the statute, represented a consistent EEOC policy, was the sole administrative pronouncement concerning the PDA, and was held by this Court in *Newport News* to be correct under the statute and its legislative history. See *Nashville Gas Co.* v. *Satty,* 434 U.S. 136, 142-143 n.4 (1977) (citing an EEOC guideline as support and distinguishing *Gilbert*).

adopting the Company's view that a policy such as it followed was not discriminatory was rendered in February 1981, more than two years after the Act's passage and nearly two years after promulgation of EEOC's guidelines discrediting the policy. *Newport News Shipbuilding & Dry Dock Co.* v. *EEOC,* 510 F. Supp. 66 (E.D. Va. 1981). For this period of time, then, petitioner had no excuse for disregarding the EEOC guidelines. Moreover, less than a year later, the Fourth Circuit had reversed that decision, and the case law which developed from that point on was conflicting. See Pet. 11-13. Conflicting case law does not "generally provide the 'justified reliance' necessary to warrant withholding retroactive application of a decision construing a statute as Congress intended it" (*United States* v. *Estate of Donnelly,* 397 U.S. 286, 295 (1970)),[10] and this would seem particularly true where the conflicting law developed only some time after the appropriate administrative agency had clearly notified employers of the statute's proper interpretation. *Puget Sound,* 752 F.2d at 1392.[11] While the outcome of a lawsuit is never a foregone conclusion, petitioner was

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[10] *Chevron* indicated that the past precedent relied on had to be "clear" (404 U.S. at 106); see also *United States* v. *Johnson,* 457 U.S. at 551 (requiring a "near-unanimous body of lower court authority"); *Hanover Shoe, Inc.* v. *United Shoe Machinery Corp.,* 392 U.S. 481, 495-502 (1968); *Perez* v. *Dana Corp.,* 718 F.2d 581, 585 (3d Cir. 1983); *EEOC* v. *MTC Gear Corp.,* 595 F. Supp. 712, 714-716 (N.D. Ill. 1984).

[11] The lower courts which reached a conclusion contrary to this Court in *Newport News* premised their holdings on the theory that *Gilbert* retained viability—a premise which petitioner concedes (Pet. 13) this Court held in *Newport News* to be clearly wrong. See, *e.g.*, *EEOC* v. *Lockheed Missiles & Space Co.,* 680 F.2d 1243, 1246-1247 (9th Cir. 1982), vacated and remanded in light of *Newport News,* 463 U.S. 1202 (1983); *EEOC* v. *Joslyn Mfg. & Supply Co.,* 706 F.2d 1469, 1479, vacated in light of *Newport News,* 724 F.2d 52 (7th Cir. 1983); *Newport News Shipbuilding & Dry Dock Co.* v. *EEOC,* 510 F. Supp. 66, 71 (E.D. Va. 1981), rev'd, 682 F.2d 113 (4th Cir. 1982) (en banc), aff'd, 462 U.S. 669 (1983).

certainly on notice that its practice ran a great risk of being held illegally discriminatory and, especially in the Title VII context, that should be enough. Therefore, *Newport News* cannot be considered to have created "a new principle of law" within *Chevron,* notwithstanding some confusion on the part of the lower courts.[12]

b. With respect to the second *Chevron* factor, retroactive application of *Newport News* will, as the court below held (Pet. App. A8), certainly further the purpose of the rule in that case. *Newport News* held that a health benefits policy like petitioner's discriminated against male workers on the basis of sex. In asserting that withholding of damages will "neither further[] nor hinder[]" the purpose of this holding (Pet. 15), petitioner ignores the fact that one "purpose of Title VII [is] to make persons whole for injuries suffered on account of unlawful employment discrimination." *Albemarle Paper Co.* v. *Moody,* 422 U.S. at 418. And "where a legal injury is of an economic character," " '[t]he injured party is to be placed, as near as may be, in the situation he would have occupied if the wrong had not been committed.' " *Id.* at 418-419 (quoting *Wicker* v. *Hoppock,* 73 U.S. (6 Wall.) 94, 99 (1867)). Here, monetary awards to victims of petitioner's unlawful employment policies are necessary to reimburse them for the sums they were unlawfully forced to expend for pregnancy-related medical costs and insurance premiums.

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[12]Although the Ninth Circuit had reached a result contrary to *Newport News* in *EEOC* v. *Lockheed Missiles & Space Co., supra,* that court of appeals had little difficulty in concluding that the employer in *Puget Sound* did not justifiably rely on precedent in failing to provide comprehensive spousal pregnancy benefits to male employees. 752 F.2d at 1391-1392. Chief Judge Browning, who was a member of the panel which decided *Lockheed,* was also a member of the undivided panel which decided *Puget Sound.*

Moreover, as the court of appeals pointed out, retroactive application also helps achieve the ends of Title VII by encouraging employees to " 'self-evaluate' " and " 'shun practices of dubious legality' " even before they are challenged in litigation (Pet. App. A7-A8 (quoting *Albemarle*, 422 U.S. at 417-418)). Conversely, without retroactivity an employer has "little incentive" to shun these practices and self-evaluate. *Albemarle*, 422 U.S. at 417-418.[13]

c. The court of appeals also properly concluded that the third *Chevron* criterion was not satisfied because retroactive application of *Newport News* is not inequitable (Pet. App. A8).

In support of its contention that inequitable results will ensue, petitioner relies upon this Court's decisions in *Los Angeles Department of Water & Power* v. *Manhart, supra,* and *Arizona Governing Committee for Tax Deferred Annuity & Deferred Compensation Plans* v. *Norris, supra.* But petitioner's reliance on *Manhart* and *Norris* has, really, no basis. The Court concluded that retroactivity would be inequitable in those cases because it would have a potentially "devastating" (*Manhart,* 435 U.S. at 722; *Norris,* 463 U.S. at 1106) effect on the pension plans at issue there, and could ultimately harm "innocent third parties" (*Manhart,* 435 U.S. at 723; see *Norris,* 463 U.S. at 1107). Here, however, there is no evidence that the effect will be "devastating," nor that any "innocent third parties" will be harmed. (See Pet. App. A8.)[14]

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[13]The petitioner's interpretation of the second *Chevron* prong makes it indistinguishable from the first (Pet. 14-15). Moreover, by finding the second criterion absent since all employers now know what the rule is, it would preclude the criterion's application in *every* case.

[14]Petitioner ignores the extraordinary factors present in *Norris* and *Manhart,* saying, "The Court gave its holding [in *Manhart*] only prospective application because conscientious fund administrators may

This is true partly because the money at stake here is likely to be less than the "$817 to $1,260 million annually for the next 15 to 30 years" in *Norris*, 463 U.S. at 1106 (footnote omitted), or the "$400 billion * * * increasing by almost $50 billion a year" at issue in *Manhart*, 435 U.S. at 721 (footnote omitted).[15] But it is also true because health plans are

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have assumed that such a plan was lawful" (Pet. 16 (citation omitted)). Of course, had this been the Court's sole rationale for *Manhart*, it would have amounted to a sub silentio reversal of *Albemarle*'s ruling that an employer's "good faith" alone is not enough to block retroactivity.

[15]The only employers affected by *Newport News* are those who failed to heed EEOC guidelines mandating equal treatment of spousal medical benefits during the limited time period at issue here. Cf. *EEOC* v. *Puget Sound*, 752 F.2d at 1393 ("Retroactivity in this case would involve reimbursement only in a relatively small number of specific instances where a male employee and his spouse have privately financed pregnancy related expenses which would have been covered for a female employee and for which they had no other health insurance coverage"). The amount of back benefits due to be paid by such employers depends, inter alia, upon the number of pregnancies experienced by their male workers' spouses between April 29, 1979, and June 30, 1983, and the differences in treatment between spousal pregnancy and other spousal conditions under the employer's health insurance plan. The variety in health insurance plans in place at the time the PDA was being considered was one reason that Congress concluded it was unable to estimate the costs of bringing those plans into compliance with the Act. See S. Rep. 95-331, 95th Cong., 1st Sess. 9-10 (1977). Petitioner failed to submit any evidence indicating the cost of the relief ordered in this case.

An amicus, Georgia Pacific Corporation, who filed a brief for the first time in support of Atlanta Gas Light's petition for rehearing in the court of appeals, states in its brief here that it estimates the nationwide costs of retroactive relief at "approximately $16 billion." Amicus Br. 2. This cost estimate, based on data outside the record and on extrapolations therefrom, is faulty for several reasons, including: (1) it assumes without support that *all* employers chose not to comply with the PDA; (2) the estimate of births used in the cost estimate is unreliable because the average number of *lifetime* births per 1,000 wives as of 1980 was unjustifiably extrapolated to arrive at an assumption that half of the wives of 32 million civilian male employees *of all ages* would have had at least one live birth in the four-year period involved in this case; and (3) it assumed, without any supporting data, that these male employees

fundamentally different from pension plans. Employees ("innocent third parties") are not effectively tied to a given health plan the way they are to a pension plan.[16]

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would have incurred $1,000 in uncompensated costs per birth. In any event, as discussed in the text, page 17, *infra,* the cost will be no more inequitable than any large back pay award.

[16]The similarity between pension plans and health benefit plans, emphasized by petitioner (Pet. 17-18), is therefore more apparent than real. Petitioner argues that "both are based on risk allocation" (*id.* at 17), but that is irrelevant, and has nothing to do with the extraordinary dislocations and injury to third parties which led to *Norris* and *Manhart* being given only prospective allocation. Petitioner also argues that, had it known that its policies were illegal, it could have charged its employees more for their insurance all along to cover the added coverage it should have been giving; thus, it argues that, as in *Manhart,* retroactive relief may net the victims of discrimination more than their due (Pet. 17-18). The trouble is that an argument like this can always be made in back pay situations, which is essentially what this case presents (see page 17, *infra*). That is, defendant can always argue that he would not have given victims as much (money or benefits) as he originally gave the nonvictims since that would have been too expensive. Petitioner may be right, but courts have not made this sort of speculative calculation in other back pay cases, nor have they held that it is unfair to charge a defendant back pay when it had hired and paid a nonminority after refusing to hire a minority, and there is no reason why they should do so here, either; it would make even less sense for a court to decline to award back pay *at all* in this situation, which is what petitioner is asking for. The court of appeals in *Puget Sound* answered a similar contention there, stating (752 F.2d at 1394):

> Even in the face of the significant warnings we noted above and despite phase-in time for compliance allowed by the PDA * * *, [the employer] gambled that the EEOC regulations were incorrect and that nonemployee spouses need not be fully insured. [The employer] chose to provide minimal coverage, knowing that the minimum might be found to be unlawful; it cannot now complain that it is being required retroactively to compensate the employees for risks it had opportunity and good reason to insure from the beginning.

Finally, since insurance companies set rates to cover the number of anticipated costs plus a profit, it is not at all clear that companies which did not change their coverage until *Newport News* will not still gain financially merely by paying the real costs of actual pregnancies retroactively. The government argued that this was the case in *Puget Sound.*

Requiring petitioner to reimburse those employees discriminated against here for health benefits has no practical or conceptual difference from a requirement that it reimburse employees discriminated against for salary. Health benefits and salary are both ways to compensate employees. Back pay liability will fall on the employer here no differently than it does on any adjudged wrongdoer under Title VII. Equity does not require that discrimination be unremedied when its magnitude becomes sufficiently great. Nonretroactivity here would enlarge the *Manhart* and *Norris* exceptions so that they swallow the *Albemarle* rule—something that the former cases made clear they were not doing. *Manhart*, 435 U.S. at 723; *Norris*, 463 U.S. at 1105.

CONCLUSION

The petition for a writ of certiorari should be denied.

Respectfully submitted.

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No. 85-3

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1985

ATLANTA GAS LIGHT COMPANY,
Petitioner,

v.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,
Respondent.

ON PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

REPLY BRIEF IN SUPPORT OF PETITION FOR A WRIT OF CERTIORARI

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to the United States Court of Appeals
for the Eleventh Circuit

This case presents one narrow issue: should this Court's ruling in *Newport News Shipbuilding & Dry Dock Co. v. EEOC*, 462 U.S. 669 (1983), be given retroactive effect? The parties agree that this issue controls this case, and the relevant facts are uncomplicated and undisputed. The court below applied *Newport News* retroactively by affirming the order of the district court that required the petitioner, the Atlanta Gas Light Company (hereafter the "Company"), to reimburse male employees for pregnancy-related expenses incurred by their wives before the date of the *Newport News* decision. In its petition for a writ of certiorari, the Company argued in part that the decision by the court of appeals was inconsistent with decisions by this Court, including *Chevron Oil Co. v. Huson*, 404 U.S. 97 (1971), *Los Angeles Department of Water & Power v. Manhart*, 435 U.S. 702 (1978), and *Arizona Governing Committee for Tax Deferred Annuity & Deferred Compensation Plans v. Norris*, 463 U.S. 1073

(1983). This brief will address several assertions made by the respondent, the Equal Employment Opportunity Commission (hereafter the "EEOC"), in response to this argument.

1. This Court's Decision in *Newport News* Established a New Principle of Law That Had Not Been Clearly Foreshadowed.

As the EEOC recognizes, the three-part test announced in *Chevron Oil Co. v. Huson* governs whether the *Newport News* ruling should be made retroactive. The first factor in the *Huson* test directs a court to consider whether "the decision to be applied nonretroactively [establishes] a new principle of law, either by overruling clear past precedent on which the litigants may have relied, or by deciding an issue of first impression whose resolution was not clearly foreshadowed . . . ." 404 U.S. at 106 (citations omitted). The EEOC argues that *Newport News* established no new principle of law because it had been foreshadowed by the rulings of other federal courts. Brief for the Equal Employment Opportunity Commission in Opposition at 8-9 (hereafter the "EEOC Brief"). Specifically, the EEOC claims that the case law developed before this Court's decision was merely "conflicting" and that there was only "some confusion on the part of the lower courts." *Id.* at 12.

These claims do not accurately summarize the state of the case law on June 20, 1983, the date of the Court's decision in *Newport News*. By that date, two circuits and five district courts had held that an employer could lawfully exclude pregnancy coverage from a comprehensive health insurance plan for employees' dependents, as the Company had done. See Petition for Writ of Certiorari at 11-13 (hereafter the "Petition"). One of these courts was the district court be-

low, which had held in 1982 that the Company's health insurance plan did not violate the Pregnancy Discrimination Act of 1978, codified at 42 U.S.C. §§ 2000e(k) & 2000e-2(a) (1982) (hereafter the "PDA"). In contrast, on June 20, 1983, it was the rule in only one court that the PDA did prohibit an employer from offering such a health insurance plan. See Petition at 12. These cases show little "conflict" or "confusion," but a near unanimity of authority supporting the Company's position.

These lower court decisions alone make it clear that *Newport News* established a new principle of law within the meaning of *Huson*. The decisions of this Court demonstrate that, contrary to the EEOC's suggestions, the requirements for nonretroactivity are not so stringent that they can rarely be met. The language of *Huson* itself requires only that the principle of law established not be "*clearly* foreshadowed." 404 U.S. at 106 (emphasis added). In *United States v. Johnson*, 457 U.S 537, 551 (1982), cited by the EEOC, the Court noted that a ruling can establish a new principle of law not only by changing a uniformly followed rule, but also by overturning "a near-unanimous body of lower court authority . . . ."

In certain cases the Court has applied an even less demanding standard than this language would suggest. In *Arizona Governing Committee for Tax Deferred Annuity & Deferred Compensation Plans v. Norris*, the Court refused to allow retroactive relief against an employer-run pension plan it held to be unlawful even though all but one court considering the precise issue involved had anticipated the Court's decision. *See* 463 U.S. at 1081. The facts here obviously present a much stronger case for nonretroactivity because the reverse of *Norris* is true in this case: nearly every court had supported the Company's position. *See also Allen v.*

State Board of Elections, 393 U.S. 544, 572 (1969) (barring retroactive relief because the issues in the case were complex and "subject to rational disagreement").

The EEOC argues that *Newport News* was also foreshadowed by its interpretative guidelines indicating how it would construe the PDA. EEOC Brief at 10-11. The EEOC asserts that these guidelines "would be given 'great deference' by the courts," which the Company "could have and should have foreseen." *Id.* at 11. The Company did not foresee this because in fact no court gave any deference to the EEOC's guidelines. These guidelines were not only implicitly rejected in every case holding for the employer, but were explicitly rejected in the following cases: *EEOC v. Joslyn Mfg. & Supply Co.*, 706 F.2d 1469, 1480-81 (7th Cir. 1983), *vacated*, 724 F.2d 52; *EEOC v. Lockheed Missiles & Space Co.*, 680 F.2d 1243, 1246 n.2 (9th Cir. 1982), *vacated*, 463 U.S. 1202 (1983); *EEOC v. Emerson Electric Co.*, 539 F. Supp. 153, 159 (E.D. Mo. 1982); *EEOC v. Newport News Shipbuilding & Dry Dock Co.*, 510 F. Supp. 66, 70-71 (E.D. Va. 1981). Even in *Newport News*, neither the Fourth Circuit nor this Court did more than quote from the guidelines; neither decision purports to rely on the guidelines as support for the rule being announced. *See* 462 U.S. at 673-74 & nn.8-9; 667 F.2d at 449-50. These guidelines are entitled to no more respect now than given them in the past, and in particular, they are entitled to less respect than the numerous decisions specifically rejecting their interpretation of the PDA.

The EEOC also asserts that the PDA itself and rulings of this Court before *Newport News* foreshadowed that decision. EEOC Brief at 9-10. This argument is answered by the body of authority overturned in the *Newport News* ruling. If the law had been as clear as

the EEOC now suggests, surely the lower courts would have correctly anticipated this Court's decision instead of ruling to the contrary in nearly every case. The EEOC, like the court below, has confused the present with the past. A decision by this court may announce a clear rule, but it does not have the effect of rendering nonexistent the body of law that preceded it. As a matter of common sense, *Newport News* established a new principle of law by overturning the great weight of authority among the lower courts, and the decision by the court below holding to the contrary is inconsistent with *Huson*.

2. Retroactive Application of the Ruling in *Newport News* Would Produce an Inequitable Result in This Case.

The third factor in the *Huson* test directs a court to weigh "the inequity imposed by retroactive application" of the decision establishing the new principle of law. 404 U.S. at 107. The EEOC asserts that retroactive application of *Newport News* would not be inequitable because this case presents nothing more than an order requiring an employer to compensate its employees for lost back pay. EEOC Brief at 17. Therefore, the EEOC argues, failing to apply *Newport News* retroactively would destroy the presumption, established in *Albemarle Paper Co. v. Moody*, 422 U.S. 405 (1975), that victims of discrimination should be made whole for the injuries they have suffered. EEOC Brief at 17.

However, the EEOC's argument is meritless because its premise is wrong: this is not a typical Title VII case. Retroactive relief will not simply return the Company's male employees to the position they would have occupied in the absence of a violation of the act, but will make them better off than if no violation had occurred. The key fact in this case, ignored by the

EEOC, is that dependent coverage under the Company's health insurance plan is funded by contributions both from the Company and the employees opting for this coverage. The Company could have increased the premiums for dependent coverage to defray the expenses it has now been ordered to pay, but the Company reasonably read the PDA not to require the imposition of these added costs on its employees. Nevertheless, the Company is now being forced to absorb all the added expenses of the insurance plan even though its employees have already enjoyed the benefits of a less expensive plan.

The EEOC attempts to explain away the inequity of this result by applying it to other Title VII cases, for example, the failure to hire a group of employees. A defendant can always argue, claims the EEOC, that "he would not have given victims as much (money or benefits) as he originally gave the nonvictims since that would have been too expensive." EEOC Brief at 16 n.16. However, this situation is not presented by this case, which does not concern two separate groups of employees. Instead, the valid comparison is within the same group of employees: between what they would receive if retroactive relief is ordered and what they would receive if it is denied. This case would be analogous to an action based on a failure to hire only if the court refused to deduct the plaintiffs' interim earnings from their back pay award and thereby permitted double recovery like that allowed here.

The special facts of this case bring it within the principle established in *Manhart* and *Norris*, and the opinion of the court below is inconsistent with these decisions. In each of these cases, the Court held that an employer-operated benefit plan was unlawful under Title VII, but it refused to permit retroactive relief because the plan was partially funded by employees' con-

tributions and because its holding could not have been anticipated by reasonable plan administrators. The Court recognized in both cases that an employer who has acted in good faith should not be forced to absorb a substantial, unanticipated liability arising out of a benefit plan for which it can have no matching income through employee contributions. This principle does not swallow up the *Albemarle* rule, as the EEOC fears, because it applies only to the small number of cases, like this one, where an employer-run benefit plan is forced to make additional payments because of a newly declared rule of law. Indeed, denying retroactive relief in this case is no more inconsistent with *Albemarle* than are *Manhart* and *Norris*.

CONCLUSION

For the foregoing reasons, and for the other reasons stated in the Company's petition, a writ of certiorari should issue to review the judgment and opinion of the Eleventh Circuit.

Respectfully submitted,

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ATLANTA GAS LIGHT COMPANY,
Petitioner,

v.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,
Respondent.

On Petition for a Writ of Certiorari to the United States Court of Appeals for The Eleventh Circuit

MOTION FOR LEAVE TO FILE A BRIEF AND BRIEF AMICUS CURIAE OF GEORGIA-PACIFIC CORPORATION IN SUPPORT OF PETITION FOR A WRIT OF CERTIORARI

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IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1985

No. 85-3

ATLANTA GAS LIGHT COMPANY,
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On Petition for a Writ of Certiorari to the United States Court of Appeals for The Eleventh Circuit

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MOTION OF GEORGIA-PACIFIC CORPORATION FOR LEAVE TO FILE BRIEF AMICUS CURIAE

In accordance with Rule 36.1 of this Court's Rules, Georgia-Pacific Corporation moves this Court for leave to file the attached brief amicus curiae in support of the above Petition for a Writ of Certiorari in which Atlanta Gas Light Company seeks a ruling on the question of whether this Court's decision in *Newport News Shipbuilding & Dry Dock Co. v. EEOC*, 426 U.S. 669 (1983), regarding the applicability of the Pregnancy Discrimination Act (PDA) to health insurance benefits for spouses of employees must be given retroactive effect. Although Atlanta Gas Light has submitted its written consent to the filing of this brief, Respondent EEOC has refused to consent if Georgia-Pacific's brief includes references to matters outside the record. Georgia-Pacific's brief does include matters outside the record, specifically, (i) Census Bureau data from which an estimate of the enormous cost of retroactive application of *Newport News* may be gleaned; (ii) determinations issued by the EEOC with respect to discrimination

charges filed against Georgia-Pacific, which reveal that the EEOC itself wavered in its insistence on the position eventually embraced by *Newport News*; and (iii) facts and arguments regarding the effect of retroactive application of *Newport News* where, as with Georgia-Pacific and many other employers, health insurance policies have been adopted pursuant to collective bargaining agreements between employers and unions. It is precisely because these matters have not been presented in the Petition and because they have a significant bearing on the importance of the question presented in the Petition that Georgia-Pacific desires to participate in these proceedings as amicus curiae. Accordingly, Georgia-Pacific proceeds by motion rather than by consent.

Georgia-Pacific's interest in this Petition stems primarily from the fact that it is a defendant in a similar case. *EEOC v. Georgia-Pacific Corp.*, No. 85-0006A (N.D. Ga.). In that case, which was filed on January 23, 1985—one and one-half years after *Newport News*—the EEOC challenges the legality of Georgia-Pacific's practices with regard to spousal maternity benefits prior to *Newport News* and seeks retroactive relief for all current and former male employees of Georgia-Pacific, salaried and hourly, union and nonunion, nationwide.

Unlike Atlanta Gas Light, whose business is conducted in only one state, Georgia-Pacific employs employees in 47 of the 50 states. During the pre-*Newport News* time at issue, Georgia-Pacific's headquarters were located in Portland, Oregon, within the jurisdiction of the Ninth Circuit which held prior to *Newport News* that the PDA does not require employers to insure spousal pregnancy-related medical expenses to the same extent as other spousal medical expenses. Many of its facilities were located within the jurisdictions of the Seventh Circuit and the several district courts which likewise held prior to *Newport News* that the PDA did not extend to spousal pregnancy-related expenses.

During the years in question, Georgia-Pacific provided group health insurance, including dependent coverage, to its employees through approximately 200 insurance plans which were administered locally.

A great many of Georgia-Pacific's employees in a variety of locations across the nation are represented by the locals of

virtually every union in existence. As to all of these employees, Georgia-Pacific provides health insurance benefits pursuant to collective bargaining agreements negotiated with the unions at the local level. During the time in question, some of Georgia-Pacific's unionized employees—those in more than 40 locations in 50 states—were insured under union-sponsored Taft-Hartley multi-employer health and welfare plans.

Georgia-Pacific pays the entire group health insurance premium for some of its employees. For others, some or all of the premium is paid by the employees themselves, as was the case under the policies provided by the Petitioner, Atlanta Gas Light Company. Under all of the insurance policies in effect during the relevant time period, the insurance companies (or union insurance trust administrators)—not Georgia-Pacific—processed and paid health insurance claims.

Georgia-Pacific is only one of many companies that employ union and nonunion employees in numerous locations throughout the nation and provide health insurance benefits under a large number of different policies with a variety of insurance companies. Georgia-Pacific knows how burdensome retroactive application of *Newport News* would be for it and for similarly situated employers, both in terms of identifying and processing claims and in terms of paying additional benefits in the manner ordered in the *Atlanta Gas Light* case by the court below. Georgia-Pacific believes that its understanding of the impact of retroactive application of *Newport News*—informed in part by the matters dehors the record that are included in its brief—will aid this Court in evaluating the importance of the question of whether *Newport News* should be applied retroactively or prospectively only.

For the foregoing reasons, Georgia-Pacific respectfully urges this Court to grant its motion for leave to file the attached brief amicus curiae.

Respectfully submitted,

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IN THE

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ATLANTA GAS LIGHT COMPANY,
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EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,
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On Petition for a Writ of Certiorari to the United States Court of Appeals For The Eleventh Circuit

BRIEF AMICUS CURIAE OF GEORGIA-PACIFIC CORPORATION IN SUPPORT OF PETITIONER

Georgia-Pacific Corporation respectfully submits this brief as amicus curiae in support of Atlanta Gas Light Company's petition for a writ of certiorari.

INTEREST OF AMICUS CURIAE

The interest of Georgia-Pacific Corporation and its reasons for participating in this case are set forth in the attached motion for leave to file this brief. That statement of interest is incorporated herein.

SUMMARY OF ARGUMENT

In *Newport News Shipbuilding & Dry Dock Co. v. EEOC*, 462 U.S. 669 (1983), this Court held that Title VII of the Civil Rights Act of 1964, as amended by the Pregnancy Discrimination Act, 42 U.S.C. § 2000e(k), requires employers to insure

spousal pregnancy-related expenses to the same extent as other spousal medical expenses. The question presented here—whether *Newport News* should be applied retroactively—has not yet been resolved by this Court and is an important question because of both the practical and the legal issues it raises.

Georgia-Pacific estimates that the cost for all employers nationwide of retroactive application of *Newport News* would total approximately $16 billion. The order of the court below, which requires employers to pay the entire cost of all previously uninsured spousal maternity expenses, places a disproportionate share of the burden of retroactive relief on employers in light of the fact that health benefits are typically provided through insurance and the cost of such insurance is frequently either shared by employers and employees, as in this case, or paid entirely by the employees. Because of these facts and because both the terms of coverage and the allocation of the cost of insurance between employer and employee are, in the union setting, mandatory subjects of collective bargaining, the variables and unknowns are too numerous for the courts to be able to apply *Newport News* retroactively in such a way as to put the cost of relief where it fairly belongs.

The legal significance of the question presented goes far beyond the pregnancy discrimination context in which it arises. The failure of the court below to consider the reasonableness of the employer's reliance on the law prior to *Newport News*, the cost of retroactive relief, or the impossibility of fashioning relief fairly, puts its decision squarely in conflict with at least four decisions of this Court: *Chevron Oil Co. v. Huson*, 404 U.S. 97 (1971) (articulating a three-part test for retroactive application of new rules of law in civil cases); *Arizona Governing Committee v. Norris*, 463 U.S. 1073 (1983); *Los Angeles Department of Water & Power v. Manhart*, 435 U.S. 702 (1978) (both applying application of Title VII in the pension area prospectively because of the reasonableness of employers' reliance on prior law and the impossibility of fashioning retroactive relief fairly); *H.K. Porter Co. v. NLRB*, 397 U.S. 99 (1970) (prohibiting courts from dictating the terms of collective bargaining agreements). If left to stand, the decision

below is precedent for applying retroactively virtually all new interpretations of the law issued by this Court and thereby giving federal agencies like the EEOC license to penalize those citizens whose activities are governed by the plethora of federal statutes for their good faith and reasonable reliance on prior law. The decision below would also be precedent for allowing federal courts to interfere with the collective bargaining process by spelling out the specific method by which the employer and union are to comply with the law rather than merely ordering them to comply.

ARGUMENT

I. THE QUESTION PRESENTED IS AN IMPORTANT ONE THAT HAS NOT BEEN, BUT SHOULD BE, SETTLED BY THIS COURT.

The legal issue presented in Atlanta Gas Light Company's petition is the only significant issue in the area of pregnancy discrimination in the workplace left open after *Newport News Shipbuilding & Dry Dock Co. v. EEOC*, 462 U.S. 669 (1983). In that case, this Court extended Title VII, as amended by the Pregnancy Discrimination Act (PDA), 42 U.S.C. § 2000e(k), to employer-provided health insurance benefits for spouses of employees.

The issue presented—whether the holding in *Newport News* should be applied retroactively—has great practical importance. First, Georgia Pacific estimates that the cost of reimbursing male employees nationwide for pregnancy-related expenses incurred by their wives during the four-year period between the effective date of the PDA and *Newport News* is a staggering $16 billion.[1] Second, and more impor-

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[1] Based on Census Bureau Statistics, which are summarized in Appendix A and of which this Court may take judicial notice, it is reasonable to assume that half of the 32 million civilian married male employees with wives present (77% of whom were between the ages of 16 and 44) would have had an average of one live birth between 1979 and 1983. Assuming that each of their wives incurred a total of only $1000 in expenses for each live birth as well as such other pregnancy-related conditions as miscarriages and stillbirths, a conservative estimate of the amount of pregnancy-related expenses incurred by these wives during the four years at issue is $16 billion.

tant, the question of who might fairly be required to pay what portion of this cost if *Newport News* is applied retroactively is enormously complicated by several important factors which the court below failed to consider: (i) the pregnancy benefits at issue here are those typically provided through insurance; (ii) insurance comes in an infinite number of varieties because of such variables as deductibles and percentage limitations and/or dollar caps on coverage; (iii) the premiums for such insurance are frequently paid either in whole or in part by the employees themselves rather than the employer;[2] and (iv) where employees are represented by unions, the extent of the benefits as well as the allocation of the cost of insurance as between the employer and the employees are established through the collective bargaining process, and the parties frequently agree to provide insurance through multi-employer Taft-Hartley plans, the terms of which are not determined by the employer. The variables that result from these factors are so numerous that it is impossible to reconstruct the particular risk-spreading mechanism for spousal pregnancy-related medical expenses that a given employer might have adopted had it anticipated *Newport News*. It is thus impossible to fashion retroactive relief so as to place the burden of its cost where it fairly belongs.

Because of the practicalities implicated by the precise legal question presented—*i.e.*, whether the holding of *Newport News* applies retroactively—two subsidiary questions of far-reaching importance are also raised in the petition:

> First, in determining whether a new rule of law such as that announced in *Newport News* should be applied ret-

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This figure does not even take into consideration the 12% prejudgment interest allowed by the court below, the cost of notifying potential claimants, and the cost of processing claims to determine in each case what amount might be due the employee.

[2] Census Bureau Statistics, summarized in Appendix A, establish (i) that employers and unions together pay 100% of the cost of group health insurance for only 44% of the covered employees, and (ii) that during the four years in question employers and unions paid only $31 billion in premiums for the $63.2 billion in benefits payable to married male employees and their families, plus the unknown percentage of the cost of the remaining plans for which employees paid all or part of the cost.

roactively, should the courts consider factors such as the reasonableness of the parties' reliance on prior inconsistent law, the cost of retroactive relief, and the impossibility of fashioning retroactive relief so as to place the burden of its cost where it fairly belongs? This Court has previously held that all of these factors are to be considered. *Arizona Governing Committee v. Norris*, 463 U.S. 1073 (1983); *Los Angeles Department of Water & Power v. Manhart*, 435 U.S. 702 (1978); *Chevron Oil Co. v. Huson*, 404 U.S. 97 (1971). The failure of the court below to take these factors into account establishes either that the decision below is in direct conflict with these decisions and must be corrected by this Court or that this Court's prior decisions are in need of clarification so that the lower courts will not commit the same error in future cases.

Second, where unions are involved, and where, as in the group health insurance context, both the amount of benefits and the allocation of the cost of providing the benefits as between the employer and the employee are established through the collective bargaining process, do the federal courts have the power not only to require spousal maternity expenses to be paid but also to determine the percentage of the cost of the benefits to be borne by the employer? This Court has held that the federal courts have no authority to dictate the precise terms of collective bargaining agreements to employers and unions. *H.K. Porter Co. v. NLRB*, 397 U.S. 99 (1970). That the court below ignored this well established principle, both in its analysis of the retroactivity issue and in its fashioning of an overly broad and simplistic remedy, provides ample grounds for issuance of a writ of certiorari, lest the decision below stand as precedent for federal judicial intrusion into the collective bargaining process in other fact settings.[3]

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[3] Although the record now before the Court does not show that Atlanta Gas Light employees are represented by a union, this Court may certainly take judicial notice of the fact that the employees of many employers affected by the decision below, like Georgia-Pacific, are represented by unions, and that health insurance benefits, which this Court has held are mandatory subjects of bargaining, *Allied Chem. & Alkali Workers, Local 1*

This is not just another pregnancy discrimination case. It is not even just another Title VII case. If allowed to stand, the decision of the court below will have a significant, far reaching, and potentially disruptive precedential effect on numerous other areas of the law—first, because its analysis of the question of retroactive application of new rules of law in all civil cases represents at best a novel and extremely restrictive interpretation of this Court's decisions on that question, and, second, because it opens the door to direct involvement in the collective bargaining process by the courts.

II. THE LOWER COURT'S RESOLUTION OF THE QUESTION PRESENTED IS IN DIRECT CONFLICT WITH *CHEVRON OIL CO. V. HUSON.*

In *Chevron Oil Co. v. Huson*, 404 U.S. 97, 106-07 (1971), this Court articulated a three-part test for determining when to apply new rulings prospectively only.[4] The Court of Appeals' holding that that test is not satisfied in this case is premised in large part on its conclusion that the Supreme Court "believed that the legislative history of the PDA rendered the correct result in *Newport News* self-evident." 751 F.2d at 1190. Reasoning that the Supreme Court is the final arbiter of both the meaning of the statute and whether that meaning is "clear," *id.*, and relying on such statements in *Newport News* as, "[t]he [PDA] makes clear that it is discriminatory to treat pregnancy-related conditions less favorably than other medical conditions," *id.* at 1759-60 (quoting *Newport News*, 462 U.S. at 684), the court below concluded that *Newport News* precludes a determination that the holding of that case was not clearly foreshadowed. The lower court's analysis is not

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v. Pittsburgh Plate Glass Co., 404 U.S. 157 (1971), are fixed pursuant to the collective bargaining process.

[4] The three factors are (1) whether the ruling decided "an issue of first impression whose resolution was not clearly foreshadowed, (2) whether in retroactive application will "further or retard" the operation of the rule, and (3) whether retroactive application would produce "substantial inequitable results." 404 U.S. at 106-07.

supported by *Newport News* and conflicts with the holding and rationale of *Huson*.

Newport News was a 7-2 decision. Its holding stems initially from the majority's conclusion that neither the language of the PDA (which speaks expressly only in terms of *employees*[5]) nor its legislative history barred extension of the statute to dependents. 462 U.S. at 678-82. Having found no such bar, the majority interpreted the legislative history of the PDA as signaling wholesale rejection of the Supreme Court's earlier decision in *General Electric Co. v. Gilbert*, 429 U.S. 125 (1976), and requiring examination of the spousal maternity benefits issue on a clean slate. *Id.* Having thus dismissed *Gilbert* altogether, the majority took a fresh look at the pregnancy discrimination issue generally and in this context decided the spousal maternity benefits issue. *Id.* at 682-85.[6]

The statement by the *Newport News* majority that "[t]he [PDA] makes clear that it is discriminatory to treat pregnancy-related conditions less favorably than other medical conditions" is little more than a response to the dissenters' argument that the PDA had not rendered all of *Gilbert* obsolete and that under what remained of *Gilbert* the exclusion of pregnancy benefits for dependent spouses was lawful. *See* 462 U.S. at 685-95 (Rehnquist & Powell, JJ., dissenting). That statement is not, as the court below intimated, a holding that the meaning of the PDA, as interpreted by the Court in *Newport News*, was so "clear" that the courts are now precluded from finding that *Newport News* was not "clearly foreshadowed" within the meaning of *Huson*. Indeed, since the Court

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[5] The PDA provides in part that "women affected by pregnancy [etc.] shall be treated the same for all *employment*-related purposes, including receipt of benefits under fringe benefit programs, as other persons not so affected but similar in their *ability or inability to work*." 42 U.S.C. §2000e(k). (Emphasis added).

[6] This analysis is made clear in footnote 21 of the majority opinion, 462 U.S. at 681, where the Court stated that its "holding relies on the 1978 legislation [PDA] only to the extent that it unequivocally rejected the *Gilbert* decision," and that "ultimately we rely on our understanding of general Title VII principles."

had no occasion in *Newport News* to consider whether or not its holding should apply retroactively,[7] this statement is pure dictum with respect to the retroactivity issue.

The reliance of the court below on this dictum betrays its misunderstanding of the "clearly foreshadowed" element of the *Huson* test. In *Huson* this Court refused to apply retroactively its earlier holding that admiralty law does not apply in cases arising under the Outer Continental Shelf Lands Act. 404 U.S. at 99-100. The Court's holding that its earlier decision was not "clearly foreshadowed" was based on its conclusion that the plaintiff had reasonably relied on the prior state of the law as reflected in a series of decisions of the Fifth Circuit. *Id.* at 105-09.

The only case cited in *Huson* in connection with the "clearly foreshadowed" standard is *Allen v. State Board of Elections*, 393 U.S. 544 (1969), a case in which this Court refused to give retroactive effect to its holding that certain changes in state election laws are subject to §5 of the Voting Rights Act. The holding in *Allen* was based on this Court's conclusion that the issue of §5 coverage was one of first impression subject to rational disagreement and that the states' failure to anticipate the holding was therefore not "deliberate defiance of the Act." *Id.* at 548.[8]

As the holdings and rationale of *Huson* and *Allen* demonstrate, the "clearly foreshadowed" element of the *Huson* test is grounded on the notion that parties should not be penalized for their reasonable reliance on the law as it existed before the announcement of a new rule of law, regardless of

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[7] In *Newport News*, the district court had dismissed the EEOC's complaint and therefore not ordered any retroactive relief. 462 U.S. at 674. On appeal, the Fourth Circuit reversed but did not discuss the question of retroactive relief or whether its own decision should be applied nonretroactively. *EEOC v. Newport News Shipbuilding & Dry Dock Co.*, 667 F.2d 448 (4th Cir.), *on rehearing en banc*, 682 F.2d 113 (4th Cir. 1982).

[8] *See also England v. State Bd. of Medical Examiners*, 375 U.S. 411 (1964) (Court's "clarification" of earlier decision concerning procedure under the abstention doctrine held nonretroactive because plaintiff's mistaken interpretation of the earlier decision, which would have resulted in a waiver of his right to assert a constitutional claim in federal court, was reasonable).

how positive the Court is that the new rule is correct. Because Title VII and the PDA on their face plainly do not extend to dependents of employees and because the lower courts had been nearly unanimous prior to *Newport News* in holding that these statutes did not require employers to insure spousal maternity conditions to the same extent as other spousal conditions,[9] the failure of employers to anticipate this Court's clean-slate analysis of the pregnancy discrimination issue and its first-time extension of the statutes to dependents of employees was unquestionably reasonable. Accordingly, the lower court's conclusion that it was precluded from considering the reasonable reliance of employers on the state of the law prior to *Newport News* is directly contrary to this Court's decision in *Huson*.

III. THE LOWER COURT'S RESOLUTION OF THE QUESTION PRESENTED IS IN DIRECT CONFLICT WITH *LOS ANGELES DEPARTMENT OF WATER & POWER V. MANHART* AND *ARIZONA GOVERNING COMMITTEE V. NORRIS*.

The Court of Appeals' erroneous conclusion that the rationale of *Newport News* precludes a determination that its

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[9] *See* cases cited in Atlanta Gas Light's Petition, pp. 11-13. Stated in geographical terms, the state of the law nationwide at the time of this Court's decision in *Newport News* was as follows: employers in the twelve states included within the Seventh and Ninth Circuits, as well as employers in Illinois, Missouri, Georgia, and Texas, had binding judicial precedents upon which to rely in support of their conclusion that the PDA does not extend to dependent benefits. Only in the four states included within the Fourth Circuit was there any binding precedent favoring extension of the PDA to dependent benefits, and the decision of that circuit was under review by this Court. Additional evidence that *Newport News* was not clearly foreshadowed includes (1) the fact that the nonbinding interpretive guidelines upon which the EEOC relies, 44 Fed. Reg. 23,803, 23,807 (Apr. 20, 1979), were inconsistent with the Labor Department's interpretation of the Equal Pay Act, 29 C.F.R. §800.116(d) (1979), and the guidelines for implementation of Exec. Ord. No. 11246, 41 C.F.R. §60-20.3(c) (1979-1983); and (2) the fact that even the EEOC was inconsistent in its interpretation of the PDA as applied to spousal maternity benefits prior to *Newport News*, as evidenced by "no reasonable cause" determinations it issued in connection with at least eight charges of spousal maternity benefit discrimination against Georgia-Pacific (see Appendix B).

holding was not clearly foreshadowed caused it to ignore the controlling precedential effect of *Los Angeles Department of Water & Power v. Manhart*, 435 U.S. 702 (1978), and *Arizona Governing Committee v. Norris*, 463 U.S. 1077 (1983), where, in the analogous context of group pension benefits, this Court declined to apply new interpretations of Title VII retroactively for precisely the reasons that exist in this case.

A. The Lower Court's Conclusion That *Newport News* Was Clearly Foreshadowed Is In Direct Conflict With *Manhart* And *Norris*.

In *Manhart* this Court expressly relied on the plain language of Title VII and "the basic policy of the statute" in striking down a policy under which women, because they live longer on the average than men, were required to pay approximately 15% more in contributions to a pension fund than their male counterparts in order to realize the same monthly retirement benefit. 435 U.S. at 708-09. The employer in *Manhart* could point to only one brief comment in the extensive legislative history of the Civil Rights Act and to the Court's pregnancy discrimination decision in *General Electric Co. v. Gilbert*, 429 U.S. 125 (1976) (rendered only after certiorari had been granted in *Manhart*), in support of its interpretation of the statute. 435 U.S. at 711-716. Nevertheless, this Court found that its holding was not so clearly foreshadowed that employers and pension fund administrators should be penalized by an award of retroactive relief for not complying with the statute:

> Although we now have no doubt about the application of the statute in this case, we must recognize that conscientious and talented administrators of pension funds . . . may well have assumed that a program like the Department's was entirely lawful. The courts had been silent on the question, and the administrative agencies had conflicting views. The Department's failure to act more swiftly is a sign, not of its recalcitrance, but of the problem's complexity.

Id. at 719-20 (footnotes omitted). If *Manhart* was not clearly foreshadowed by the plain language of the statute found con-

trolling by the Court merely because the courts had been "silent on the question" and the agencies had conflicting views, it necessarily follows that *Newport News,* which was not based on the plain language of the statute but rather on a clean-slate analysis of the entire pregnancy discrimination issue, was not clearly foreshadowed either.

Five years after *Manhart*, this Court held in *Arizona Governing Committee v. Norris,* 463 U.S. 1073 (1983), that the use of sex-based actuarial tables to calculate pension benefits, which resulted in the payment of lower monthly pension benefits to women than to men who had made the same contributions to the pension fund, was unlawful. The Court's holding was based squarely on the holding and rationale of *Manhart. Id.* at 1080-86. In spite of its reliance on *Manhart,* and in spite of the fact that all but one of the eight decisions of the lower courts in which the same issue had been considered after *Manhart* had anticipated the holding in *Norris, id.* at 1081 & n.9, this Court refused to apply its decision retroactively. The Court held that "an employer reasonably could have assumed" that the use of sex-based actuarial tables to calculate pension benefits was lawful. *Id.* at 1106. If *Norris* was not clearly foreshadowed by *Manhart,* it necessarily follows that *Newport News* — this Court's *first* ruling on dependent benefits, and one that was not premised on either an earlier decision of this Court, the express language of the PDA, or even comments in the legislative history — was not clearly foreshadowed.

B. The Lower Court's Apparent Conclusion That Nonretroactive Application Will Retard The Operation of *Newport News* Is In Direct Conflict With *Manhart* And *Norris.*

Newport News requires employers to treat spousal pregnancy-related conditions in the same manner as they treat other spousal conditions. Since the law in this regard is now clear and unambiguous, retroactive application of the rule of *Newport News* provides no more incentive to comply with it in the future than prospective application. Accordingly, the second *Huson* criterion — that prospective application not

retard the operation of the rule, 404 U.S. at 607 — is plainly satisfied.

The lower court's unexplained holding that Atlanta Gas Light "fail[ed] to satisfy" the second *Huson* criterion, 751 F.2d at 1191, is in direct conflict with the application of this criterion in *Manhart* and *Norris*. In both of those cases this Court found "no reason to believe" that retroactivity was necessary to ensure compliance with the decisions. *Manhart*, 435 U.S. at 720-21; *Norris*, 463 U.S. at 1110 (O'Connor, J., concurring).[10]

C. The Lower Court's Conclusion That The Equities Do Not Require Prospective-Only Application Of *Newport News* Is In Direct Conflict With *Manhart* And *Norris*.

The Court of Appeals' conclusion that there are no substantial inequities that require prospective-only application of *Newport News* ignores the crucial distinction recognized by this Court in *Manhart* and *Norris* between typical Title VII hiring, promotion, and discharge cases and Title VII cases involving an employee benefit plan made available to employees through a third-party insurer. In the typical Title VII case, retroactive relief consists of placing employees in their rightful places in the workforce vis-a-vis position and level of compensation and requiring the employer to pay the employ-

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[10] The Court of Appeals' observation that the presumption of retroactivity stated in *Albemarle Paper Co. v. Moody* furthers the goals of Title VII by encouraging employers to "self-evaluate" and "shun practices of dubious legality," 751 F.2d at 1191 (quoting 422 U.S. 405, 417-18 (1975)), begs the question in light of the later decisions in *Manhart* and *Norris*. These goals would have been furthered by retroactive application of *Manhart*, and even more so by retroactive application of *Norris*, in exactly the way they would arguably be furthered here. But the lesson of *Manhart* and *Norris* — and indeed the language of the second *Huson* criterion itself — is that the question is not whether goals of the statute as a whole will be furthered by retroactive application of the decision but whether the operation of the specific rule announced in the decision at issue will be furthered or retarded by retroactive application of the rule. *See Huson*, 404 U.S. at 607. Here, as in *Manhart* and *Norris*, the mere announcement of the rule, coupled with the threat of backpay awards as to noncompliance in the future, is enough to ensure that the rule will be followed.

ees exactly what it would have paid, entirely from its own assets, had the employees been in their rightful places all along. *E.g., Albemarle Paper Co. v. Moody,* 422 U.S. 405 (1975). No matter how costly such retroactive relief might be, the amount is easily ascertained by reference to the actual wages paid by the defendant employer to its other employees, and because wages are paid solely by the employer, there is no question that the burden of the cost of relief is fairly put on the employer.

An employee benefits case such as this is not nearly so straightforward. First, unlike wages, group health insurance benefits are frequently paid for, in whole or in part, by the employees themselves. Second, the terms of group health insurance plans — including the conditions covered, the extent of coverage, the cost, and the allocation of the cost between the employer and the employees — are the result of agreements between the employer and one or more insurers and, as to most unionized employees, between the employer and one or more unions. Third, the primary benefit employees derive from group health insurance is not that their medical expenses are insured (for insurance is available on the open market) or that their premiums are paid in whole or in part, if at all, by the employer (for the premium for each employee is modest). The real benefit to the employees is that their employers are able to negotiate better coverage at lower "group" rates than the employees individually can obtain on their own. Fourth, under a group health insurance plan, the risk of loss to any individual employee of a company is spread among all insured employees of that company to the extent the loss is covered by that plan. Enlarging the risk — as, for example, by adding pregnancy-related or other otherwise uninsured conditions to the conditions covered by the plan — necessarily increases the cost of the insurance.

The PDA, as interpreted by *Newport News* in 1983, required employers who provided health insurance for dependents that did not cover pregnancy-related conditions and other conditions equally to go back to the drawing boards as to coverage for *female spouses* in the same way that the plain language of the PDA required employers to rethink insurance

for *female employees*. Had they been able in 1979 to anticipate *Newport News*, employers would have had several options for complying with the law. Through the collective bargaining process, or unilaterally in nonunion settings, employers could have discontinued dependent coverage altogether; they could have continued to provide dependent coverage and simply added pregnancy-related conditions to those covered by an existing plan, incurring an increase in premium; or they could have negotiated a new insurance package under which the added cost of maternity coverage would be offset by a reduction in benefits generally—for example, by an increase in the deductible or a decrease in the percentage of reimbursable expenses. Additionally, employers who elected simply to add maternity coverage but who previously had paid some or all of the premium for dependent benefits could have offset the increased cost of pregnancy coverage by requiring employees to pay either the entire premium or an increased percentage of the premium.[11]

The lower court's failure to take these exceptional circumstances into account is in direct conflict with this Court's treatment of similarly exceptional circumstances in *Manhart* and *Norris*. In *Manhart* this Court rejected two arguments regarding the equities involved in the pension benefits area when it refused to apply retroactively its holding that Title VII prohibits the then common practice of requiring women to contribute more to a pension plan than similarly situated men because of their relative life expectancies. The first argument was that the total amount at issue was "only 15% of the contributions made by a minority of the [employer's] employees for [a] 33-month period." *Manhart v. Los Angeles Department of Water & Power*, 553 F.2d 581, 592 (9th Cir. 1976), *aff'd in part and rev'd in part*, 435 U.S. 702 (1978). The second argument was that this modest sum could be refunded to the female employees either directly by the employer, as in

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[11] Section 3 of the PDA prohibited employers from complying with the PDA by reducing benefits provided to any employee on the date of enactment only for the first year after enactment of the statute on October 31, 1978 (or for the period covered by any collective bargaining agreement). 92 Stat. 2076.

any other type of Title VII case, or indirectly by the pension fund itself, with or without a corresponding payment into the fund by the employer. 435 U.S. at 732 (dissenting opinion); 553 F.2d at 592. Because of the nature of group pension plans, this Court took a broader view of the issue.

> Nor can we ignore the potential impact which changes in rules affecting insurance and pension plans may have on the economy. . . . *These plans, like other forms of insurance, depend on the accumulation of large sums to cover contingencies. The amounts set aside are determined by a painstaking assessment of the insurer's likely liability. Risks that the insurer foresees will be included in the calculation of liability, and the rates or contributions charged will reflect that calculation.* The occurrence of major unforeseen contingencies, however, jeopardizes the insurer's solvency and, ultimately, the insureds' benefits. Drastic changes in the legal rules governing pension and insurance funds, like other unforeseen events, can have this effect. Consequently, the rules that apply to these funds should not be applied retroactively unless the legislature has plainly commanded that result.

435 U.S. at 721-22 (footnotes and citations omitted) (emphasis added).

The pension benefits at issue in *Norris* represented a return on contributions made entirely by the employees out of their earnings. 463 U.S. at 1077 & 1092 (opinion of Marshall, J.) & 1105 n.10 (opinion of Powell, J.). The differential found unlawful there was not based on different levels of contributions but rather on the rate of return on equal contributions spread over more years for women than for men pursuant to actuarial calculations made separately for women and men. Had the actuarial calculations been based on the longevity of *all* employees, averaged together, the monthly benefit for men would have been smaller and that for women larger than the benefit to which each group was entitled under the discriminatory plan.

As in *Manhart*, the funds necessary to equalize benefits in *Norris* could have come (i) from the employer, who would be required to make direct, out-of-pocket payments over and

above the wages it had paid its employees, or (ii) from the pension fund itself, which might become insolvent if the reserves attributable to past contributions proved insufficient to equalize benefits, or (iii) from the male retirees, whose contract-based expectations would thereby be disappointed. This Court found each of these solutions inequitable. 463 U.S. at 1105-07, (majority opinion of Powell, J.), 1110 (opinion of O'Connor, J., concurring), & 1093-94 (Marshall, J., dissenting). As in *Manhart*, the impossibility of fashioning retroactive relief so as to reconstruct the manner in which the pension plan would realistically have been funded had the employer anticipated *Norris*, and to place the burden of relief where it fairly belonged given the nature of the pension plan at issue, persuaded the Court that retroactive relief was inappropriate.

The same factors that informed this Court's judgment in *Manhart* and *Norris* exist in this case as well. No form of retroactive relief can reconstruct the risk-spreading mechanism for spousal maternity disabilities that Atlanta Gas Light and other employers might have adopted had they anticipated *Newport News*. In effect, the Court of Appeals assumed that Atlanta Gas Light is "self insured," *i.e.*, that it pays the medical expenses of employees and dependents out of its own assets rather than through the assets of an insurance company to which premiums are paid by both the employees and the employer. Although this approach is simple and serves the purpose of compensating the victims of discrimination, it completely ignores the manner in which Atlanta Gas Light's health insurance plan was funded and administered. Thus, requiring Atlanta Gas Light to refund the premiums paid by male employees for supplemental maternity coverage for their wives is in direct conflict with *Manhart* where this Court expressly found that it would be inequitable to require the defendant to refund excess pension contributions paid by female employees. More significantly, requiring Atlanta Gas Light itself to pay whatever spousal maternity expenses should have been covered by insurance is in direct conflict with *Norris* where this Court found it would be inequitable to require the employer to pay whatever additional pension ben-

efits should have accrued to the plaintiffs based on their prior contributions to the pension fund. Indeed, since there is no way that past *uninsured* maternity expenses can now be compensated from the assets of the insurance fund into which the increased premiums would have been paid, this is a far worse case for retroactive relief than *Manhart* and *Norris*. In those cases there at least existed an ongoing pension fund from which refunds of pension contributions or equalized pension benefits could theoretically be paid. No such fund exists here with regard to heretofore uninsured medical expenses incurred up to six years ago.

If uncorrected, the lower court's treatment of employers as self-insurers unfairly and severely penalizes them for their reasonable reliance on the state of the law before *Newport News*. Contrary to the court's conclusory statements, 751 F.2d at 1191, the burden such a penalty would impose on employers is indeed similar to that described in *Norris*. Requiring employers to pay for all of the estimated $16 billion in pregnancy-related expenses incurred by the wives of employees during the four years in question is more than just expensive;[12] because it ignores the fact that these expenses would likely have been covered by insurance and that more than half of all employees covered by such insurance paid some or all of the cost of the insurance themselves, this requirement would force employers to pay approximately twice as much as they would have paid had they been able to anticipate *Newport News*.[13] In light of these facts, the lower court's conclusion that there are no substantial inequities that warrant nonretroactive application of *Newport News* is directly contrary to this Court's treatment of the issue in *Manhart* and *Norris*.

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[12] *See* note 1 *supra*.

[13] *See* note 2 *supra*.

IV. THE LOWER COURT'S RESOLUTION OF THE QUESTION PRESENTED IS IN DIRECT CONFLICT WITH *H.K. PORTER CO. v. NLRB.*

The court below ignored the fact that health insurance plans that cover unionized employees are typically adopted pursuant to collective bargaining agreements and that many such agreements provide for coverage under multi-employer Taft-Hartley health and welfare plans. Failure to take this fact into account caused the lower court to run afoul of the National Labor Relations Act as interpreted by numerous decisions of this Court.

It is axiomatic that an employer must bargain with the union over any change in terms and conditions of employment that are mandatory subjects of bargaining under the National Labor Relations Act. 29 U.S.C. § 158(a)(5); *Ford Motor Co. v. NLRB*, 441 U.S. 488 (1979); *Fibreboard Paper Products Corp. v. NLRB*, 379 U.S. 203 (1964); *NLRB v. Wooster Division of Borg-Warner Corp.*, 356 U.S. 342 (1958); *NLRB v. American National Insurance Co.*, 343, 395 (1952). This Court has held that health insurance is a mandatory subject of bargaining. *Allied Chemical & Alkali Workers, Local 1 v. Pittsburgh Plate Glass Co.*, 404 U.S. 157 (1971). This Court has further held that federal courts lack authority to dictate the precise terms of collective bargaining agreements to employers and unions. *H.K. Porter Co. v. NLRB*, 397 U.S. 99 (1970) (NLRB and appellate court lacked authority to order employer to agree to a checkoff clause as a remedy for employer's bad faith refusal to bargain over this subject).

These principles are not implicated in typical Title VII cases, which arise out of the exclusion or removal of protected employees from a position in favor of other employees. In such a case, new rules of law applied retroactively require adjustments in wages. But such wages, unlike health insurance benefits, would clearly have been paid entirely by the employer had it anticipated the new rule. Moreover, such wages are tied in amount to a wage scale that has already been established through the collective bargaining process for the employees who were the beneficiaries of the unlawful employ-

ment practice in question. Thus, retroactive application of a new rule of law in the typical Title VII case does not upset existing or prior collective bargaining agreements because the cost of retroactive relief is not dependent on variables that are subject to negotiation with the union and there is no danger that retroactive application of the rule will force the employer to bear a greater share of the cost of retroactive relief than it might have after bargaining over the matter with the union.

This is not such a typical Title VII case, however. Because health insurance benefits are involved, retroactive relief as applied to unionized employees is much more complex. First, the PDA allows health insurance benefits to be discontinued altogether. 92 Stat. 2076. In light of this option, which is plainly unavailable in the wage context, the courts cannot presume that if the employer and union had anticipated *Newport News* they would have complied with it simply by increasing benefits. Second, even if the employer and union had anticipated *Newport News* and elected to comply by increasing benefits, the courts cannot presume that the employer would have agreed to bear the entire increased cost. Indeed, in this case, where the cost of dependent coverage was already shared by Atlanta Gas Light and its employees, it would be unreasonable to indulge such a presumption.

For these reasons, any form of retroactive application of *Newport News* would undermine the right the parties clearly would have had, had they anticipated *Newport News*, to drop dependent coverage altogether, to shift more of the cost of dependent coverage to the employees, or to swap continuing insurance at the employer's expense for some other concession. Moreover, the specific form of retroactive application of *Newport News* adopted by the court below—requiring the employer to refund 100% of the premiums paid by employees for spousal maternity benefits and to pay 100% of the pregnancy-related expenses incurred by the wives of its employees that were not covered by insurance, 751 F.2d at 1189 n. 2—is in direct conflict with this Court's decision in *H.K. Porter*. Although the courts are unquestionably empowered to order employers and unions to comply with the law, *H.K.*

Porter prohibits the courts from dictating the precise manner in which employers and unions must comply. By retroactively requiring employers to pay the entire cost of the benefits, the court has, at a minimum, preempted the right of employers and unions to bargain over the allocation of the cost of such benefits and prejudiced the bargaining positions of both unions and employers in future contract negotiations.

CONCLUSION

For the foregoing reasons, Georgia-Pacific respectfully requests this Court to grant Atlanta Gas Light's petition for certiorari.

Respectfully submitted,

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August 2, 1985

APPENDIX A

U.S. BUREAU OF THE CENSUS DATA REGARDING EMPLOYER- AND UNION-PROVIDED GROUP HEALTH INSURANCE PLANS AND EXPECTED BIRTHS TO MARRIED MALE EMPLOYEES[1]

Characteristics of Persons Covered by Employer- and Union-Sponsored Group Health Insurance Plans: 1980

Persons covered by employer- or union-provided group health insurance plans other than military, VA, and CHAMPUS plans (includes employees and all dependents)[2]	137 million

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[1] These calculations are derived from figures reported in U.S. Bureau of the Census, Current Population Reports, Series P-60, No. 131, *Characteristics of Households and Persons Receiving Selected Noncash Benefits: 1980* (1982) (hereinafter *Current Population Reports*), and U.S. Bureau of the Census, STATISTICAL ABSTRACTS OF THE UNITED STATES 1982-83 (103d ed. 1982) (hereinafter STATISTICAL ABSTRACTS). A copy of pertinent excerpts from these reports is attached hereto. Figures stated in this Appendix are rounded off for the sake of convenience.

[2] *Current Population Reports*, Table 20 at 90; STATISTICAL ABSTRACTS, Table 161 at 107. CHAMPUS plans are operated by the Department of Defense to provide care to active and retired military personnel and their dependents as well as dependents of deceased military personnel. STATISTICAL ABSTRACTS, Table 161 n.5 at 107.

Civilian employees covered by employer- or union-provided group health insurance plans[3]	66 million (100%)
Married men with wives present[4]	32 million (48%)
Married men ages 16-44 with wives present (77% of all married men with wives present)[5]	25 million (38%)
Civilian employees as to whom employer or union paid entire cost of group health plan[6]	29 million (44%)
Civilian employees who paid all or part of the cost of employer- or union-provided group health plan[7]	37 million (56%)

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[3] *Current Population Reports*, Table 17 at 73; STATISTICAL ABSTRACTS, Table 539 at 331. These employees constituted 61.9% of the entire civilian workforce of more than 107 million employees.

[4] *Current Population Reports*, Table 17 at 74.

[5] 47.4 million or 77% of the 61.5 million males in the total civilian workforce were 16 to 44 years of age in 1980. STATISTICAL ABSTRACTS, Table 626 at 377.

[6] *Current Population Reports*, Table 17 at 76.

[7] *Id.* at 79 & 82.

Premiums and Benefits Paid for or Under Group Health Insurance Plans: 1980

Premiums paid to insurance companies (excluding Blue Cross/ Blue Shield plans, medical-society sponsored plans, and all other independent plans) for group health insurance policies[8]	$36.8 billion
Benefits paid by such companies under group health insurance policies[9]	$33.0 billion

Calculations for 1979-1983

Group health insurance premiums paid on behalf of all civilian male employees with wives present

Total[10]	$70.4 billion (100%)
Amount paid entirely by employers and unions[11]	$30.9 billion (44%)

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[8] STATISTICAL ABSTRACTS, Table 870 at 523.

[9] *Id.*

[10] 48% of $36.8 billion in total premiums paid in 1980 is $17.6 billion, which, multiplied by 4, equals $70.4 billion.

[11] 44% of employers or unions pay the entire cost of employer- or union-provided group health insurance on behalf of all civilian employers. *See* note 6 *supra*. That percent of the $70.4 billion in total premiums paid on behalf of civilian employees with wives present, *see* note 10 *supra*, is $30.9 billion.

. mount paid in whole or in part by employees[12]	$39.5 billion (56%)
Group health insurance benefits paid on behalf of all civilian male employees with wives present[13]	$63.2 billion (100%)
Number of Lifetime Births Expected Per 1000 Wives Aged 16-39 in 1980[14]	$2,100

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[12] 56% of all civilian employees covered by employer- or union-provided health insurance plans paid all or part of the cost of the insurance. *See* note 7 *supra*. That percent of the $70.4 billion in group health insurance premiums paid on behalf of all civilian male employees with wives present, *see* note 10 *supra*, is $39.5 billion.

[13] 48% of $33 billion in total benefits paid in 1980 is $15.8 billion, which, multiplied by 4, equals $63.2 billion.

[14] STATISTICAL ABSTRACTS, Table 870 at 523.

EDITOR'S NOTE

THE FOLLOWING PAGES WERE POOR HARD COPY AT THE TIME OF FILMING. IF AND WHEN A BETTER COPY CAN BE OBTAINED, A NEW FICHE WILL BE ISSUED.

CURRENT POPULATION REPORTS

Consumer Income

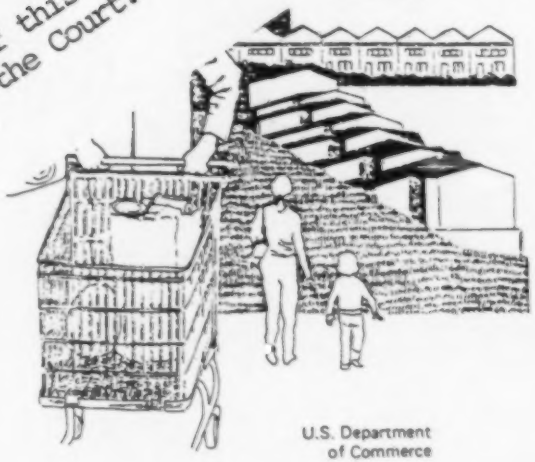
Series P-60, No. 131

Characteristics of Households and Persons Receiving Selected Noncash Benefi

(With comparab

The original copy of this Appendix has been lodged with the Clerk of the Court.

LIBRARY



U.S. Department of Commerce

BUREAU OF THE CENSUS

Table 17. Civilian Wage and Salary Workers 15 Years Old and Over With an Employer- or Union-Provided Group Health Plan in 1980, by Type of Employer or Union Contribution, Wage or Salary Income, and Poverty Status in 1980

(NUMBERS IN THOUSANDS. PERSONS AS OF MARCH 1981. FOR MEANING OF SYMBOLS, SEE TEXT)

SELECTED CHARACTERISTICS	TOTAL	WITH WAGE OR SALARY INCOME											BELOW CURRENT POVERTY LEVEL	
		$1 TO $4,999	$5,000 TO $9,999	$10,000 TO $14,999	$15,000 TO $19,999	$20,000 TO $24,999	$25,000 TO $34,999	$35,000 TO $49,999	$50,000 AND OVER	MEDIAN INCOME (DOLLARS) VALUE	MEDIAN INCOME (DOLLARS) STANDARD ERROR	MEAN INCOME (DOLLARS) VALUE	MEAN INCOME (DOLLARS) STANDARD ERROR	NUMBER	POVERTY RATE
TOTAL															
BOTH SEXES															
TOTAL	66 291	3 963	13 216	15 760	12 077	8 735	7 107	2 397	1 136	19 249	74	19 226	63	1 982	2.8
TYPE OF RESIDENCE															
INSIDE METROPOLITAN AREAS	49 727	3 019	9 652	11 179	9 067	6 729	5 530	1 955	996	19 184	106	19 953	110	1 550	2.9
INSIDE CENTRAL CITIES	19 584	1 729	3 963	4 863	3 627	2 399	1 693	698	287	13 563	194	15 195	158	622	3.2
OUTSIDE CENTRAL CITIES	30 030	2 087	6 689	6 317	5 298	4 330	3 838	1 256	709	16 044	140	17 981	110	928	3.1
OUTSIDE METROPOLITAN AREAS	16 564	1 945	4 564	4 581	3 010	2 006	1 609	442	143	12 494	199	14 256	143	732	3.9
REGION															
NORTHEAST	19 624	1 159	3 797	3 940	2 961	2 021	1 524	552	281	19 976	194	19 522	130	390	2.0
NORTH CENTRAL	17 953	1 955	3 190	4 109	3 396	2 421	2 019	606	296	19 930	132	20 962	117	423	2.4
SOUTH	21 170	2 863	5 870	5 270	3 913	2 750	1 974	632	259	12 792	128	13 178	108	810	3.8
WEST	18 744	1 551	3 230	3 037	2 230	1 825	1 510	609	261	19 520	198	17 307	129	396	2.7
RACE AND SPANISH ORIGIN*															
WHITE	58 572	3 561	11 171	13 903	10 736	8 007	6 643	2 319	1 113	19 829	88	19 675	69	1 720	2.3
BLACK	6 331	332	1 763	1 623	1 087	539	313	70	19	11 383	122	12 312	139	488	5.9
SPANISH ORIGIN	3 429	283	932	880	901	288	192	90	17	11 412	210	13 856	844	212	6.6
RELATIONSHIP TO FAMILY HOUSEHOLDER															
IN FAMILIES	59 904	4 009	10 729	12 943	9 882	7 364	6 247	2 281	1 089	19 613	86	19 590	72	1 232	2.2
HOUSEHOLDER	33 726	1 752	3 736	6 160	7 070	6 290	5 727	2 087	993	18 583	106	20 477	90	574	2.0
SPOUSE OF HOUSEHOLDER	13 592	1 872	4 372	4 134	1 953	736	369	98	43	10 511	70	11 271	87	218	2.5
OTHER RELATIVE OF HOUSEHOLDER	7 598	1 425	2 615	2 041	787	319	152	79	22	8 994	132	9 759	113	183	2.4
IN UNRELATED SUBFAMILIES	203	20	58	36	20	17	1	2	2	10 327	937	11 375	750	24	11.9
UNRELATED INDIVIDUALS	11 179	910	2 536	2 859	2 227	1 359	899	199	93	13 913	194	19 756	127	807	9.1
AGE															
15 TO 19 YEARS	10 785	2 299	5 627	2 938	1 101	397	184	11	12	8 950	104	9 369	83	751	9.6
20 TO 24 YEARS	20 895	1 983	3 718	5 784	4 763	2 891	1 987	342	125	16 514	110	15 326	85	736	3.4
25 TO 34 YEARS	13 707	663	2 818	2 888	2 944	2 441	2 167	797	367	17 640	180	19 221	150	220	2.6
35 TO 54 YEARS	11 336	536	1 803	2 338	2 024	1 751	1 779	703	376	17 183	167	19 572	103	117	1.9
55 TO 64 YEARS	8 402	410	1 953	1 868	1 401	1 203	1 119	476	295	15 995	191	18 220	207	107	1.3
65 YEARS AND OVER	1 166	276	706	283	162	99	80	29	21	10 918	589	12 824	584	49	1.6
WEEKS WORKED IN 1980															
TOTAL CIVILIAN	66 291	3 963	13 216	15 760	12 077	8 735	7 107	2 397	1 136	19 249	74	19 226	63	1 982	2.8
WORKED AT FULL-TIME JOBS	62 150	3 015	11 882	15 262	11 903	8 668	7 102	2 389	1 134	19 334	80	19 960	65	1 970	2.9
50 TO 52 WEEKS	49 269	1 598	7 774	12 771	10 607	7 960	6 738	2 289	1 063	19 590	65	19 974	63	1 543	2.3
48 TO 49 WEEKS	5 917	291	1 697	1 991	1 096	590	278	60	37	11 303	101	13 229	100	206	3.5
40 TO 47 WEEKS	3 452	623	1 388	773	386	197	71	15	8	8 279	138	10 131	173	217	6.3
26 WEEKS OR LESS	4 033	2 384	1 199	368	110	28	15	5	6	6 294	106	9 398	114	211	12.7
WORKED AT PART-TIME JOBS	4 141	948	1 343	918	174	67	45	18	23	9 166	93	8 413	162	123	7.9
OCCUPATION OF LONGEST JOB IN 1980															
TOTAL	66 291	3 963	13 216	15 760	12 077	8 735	7 107	2 397	1 136	19 249	74	19 226	63	1 982	2.8
PROFESSIONAL, TECHNICAL, & KIND, RELD.	12 230	516	1 256	2 954	2 757	2 151	1 852	752	414	17 872	178	20 364	170	170	1.4
MANAGERS & ADMINISTRATORS, EXC. FARM	8 270	229	763	1 541	1 671	1 268	1 787	927	320	21 115	230	24 121	206	170	1.4
SALES WORKERS	3 070	314	573	588	493	390	322	198	59	13 617	178	16 440	287	60	1.9
CLERICAL AND KINDRED WORKERS	12 990	1 295	4 057	4 100	2 648	1 807	1 283	498	194	15 517	333	16 640	287	440	3.4
CRAFT AND KINDRED WORKERS	7 977	443	1 614	2 014	2 343	2 040	1 712	701	210	19 960	73	11 669	82	314	2.0
OPERATIVES, EXCEPT TRANSPORT	8 710	1 230	2 692	2 270	1 505	906	588	218	80	17 923	172	18 190	131	229	2.3
TRANSPORT EQUIPMENT OPERATIVES	3 534	288	958	1 060	590	386	188	61	9	11 917	179	12 928	229	190	5.4
LABORERS, EXCEPT FARM	2 737	410	716	720	488	383	260	77	6	10 964	321	15 935	249	198	7.2
SERVICE WORKERS, INCL. PVT. HOUSEHOLD	9 810	1 163	1 899	1 207	645	361	195	38	11	9 893	128	10 839	195	98	10.0
FARM WORKERS	275	73	91	87	49	11	6	0	5	9 095	190	10 485	142	36	6.6
INDUSTRY OF LONGEST JOB IN 1980															
TOTAL	66 291	3 963	13 216	15 760	12 077	8 735	7 107	2 397	1 136	19 249	74	19 226	63	1 982	2.8
AGRICULTURE, FORESTRY, AND FISHERIES	1 307	104	192	130	58	29	25	11	0	10 109	309	11 670	438	99	13.6
MINING	889	27	76	120	104	111	170	55	20	20 421	370	21 344	478	20	1.5
CONSTRUCTION	3 642	293	571	720	494	354	535	161	46	16 020	241	17 205	251	137	3.7
MANUFACTURING	19 900	1 431	3 681	4 913	3 911	2 899	2 288	758	212	15 252	114	16 770	111	553	2.8
DURABLE GOODS	12 920	701	1 944	2 808	2 512	1 963	1 639	511	209	16 062	130	17 980	138	339	2.7
NONDURABLE GOODS	6 980	731	1 737	2 105	1 399	932	703	247	100	13 680	242	15 591	103	210	2.9
TRANSPORTATION, COMM., & OTH PUB UTIL	5 306	234	593	1 020	1 114	1 140	991	319	97	16 683	293	19 005	103	90	1.6
WHOLESALE TRADE	3 052	175	473	547	387	384	444	200	105	16 300	283	19 030	353	49	1.6
RETAIL TRADE	7 179	1 233	2 060	1 643	1 038	704	448	145	49	11 847	372	13 036	361	76	3.8
FINANCE, INSURANCE, AND REAL ESTATE	4 277	293	1 129	1 267	594	384	394	178	53	10 705	199	12 420	134	286	4.0
BUSINESS AND REPAIR SERVICES	2 877	217	910	1 320	736	253	221	85	39	13 847	230	16 393	208	88	2.8
PERSONAL SERVICES	960	160	430	172	119	37	30	11	15	9 235	210	10 925	511	40	3.8
ENTERTAINMENT AND RECREATION SERVICES	1 000	71	90	182	170	107	70	12	10	12 273	710	15 201	1 217	20	6.2
PROFESSIONAL AND RELATED SERVICES	13 203	1 330	3 084	3 953	2 423	1 341	932	301	278	12 833	190	14 999	194	370	4.8
PUBLIC ADMINISTRATION	4 921	229	512	1 102	1 042	937	560	229	27	17 121	221	17 889	192	75	1.9
WORK EXPERIENCE IN 1980 OF SPOUSE															
MARRIED, SPOUSE PRESENT, TOTAL	41 747	3 698	8 405	10 367	8 793	6 787	5 960	2 138	1 018	19 991	77	17 219	78	960	1.7
SPOUSE WORKED	35 571	3 184	7 120	9 320	8 044	6 170	5 450	1 989	947	19 997	100	19 085	80	454	1.1
SPOUSE DID NOT WORK	16 176	732	1 479	2 047	1 139	1 159	1 188	448	331	19 179	219	21 118	192	358	3.3
NUMBER OF PERSONS INSURED															
1 PERSON	30 077	2 799	8 299	8 283	5 868	3 581	1 980	756	195	11 762	60	12 708	71	1 004	3.3
2 PERSONS	20 978	1 239	3 870	4 814	3 195	3 222	2 896	1 003	489	16 430	100	18 257	119	290	1.4
3 PERSONS	9 311	467	1 090	1 609	1 550	1 341	1 384	457	268	18 811	297	20 226	145	32	2.3
4 PERSONS	4 009	199	454	672	700	700	705	257	104	19 253	308	20 723	102	150	3.9
5 PERSONS OR MORE	1 956	188	282	384	300	330	240	129	70	18 229	530	20 230	463	291	6.8

*PERSONS OF SPANISH ORIGIN MAY BE OF ANY RACE.

Table 17. Civilian Wage and Salary Workers 15 Years Old and Over With an Employer- or Union-Provided Group Health Plan in 1980, by Type of Employer or Union Contribution, Wage or Salary Income, and Poverty Status in 1980—Continued

(NUMBERS IN THOUSANDS. PERSONS AS OF MARCH 1981. FOR MEANING OF SYMBOLS, SEE TEXT)

SELECTED CHARACTERISTICS	TOTAL	WITH WAGE OR SALARY INCOME										BELOW CURRENT POVERTY LEVEL	
		$1 TO $4,999	$5,000 TO $9,999	$10,000 TO $14,999	$15,000 TO $19,999	$20,000 TO $24,999	$25,000 TO $29,999	$30,000 TO $34,999	$35,000 TO $39,999	$40,000 AND OVER	MEDIAN INCOME (DOLLARS) VALUE	MEAN INCOME (DOLLARS) VALUE	STANDARD ERROR	NUMBER	PERCENT
TOTAL—(CONTINUED)															
SEX															
TOTAL	91 107	2 201	6 999	7 995	8 513	7 758	6 623	5 289	4 120	17 859	19 479	98	1 838	2.0
TYPE OF RESIDENCE															
INSIDE METROPOLITAN AREAS	69 957	1 526	4 815	5 293	5 932	5 542	4 784	3 945	3 045	14 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
INSIDE CENTRAL CITIES	21 130	498	1 543	1 [illegible]	1 [illegible]	1 [illegible]	1 [illegible]	1 [illegible]	1 [illegible]	3 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
OUTSIDE CENTRAL CITIES	48 819	1 028	3 [illegible]	3 [illegible]	3 [illegible]	3 [illegible]	3 [illegible]	2 [illegible]	2 [illegible]	11 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
OUTSIDE METROPOLITAN AREAS	21 150	725	1 [illegible]	2 [illegible]	2 [illegible]	1 [illegible]	1 [illegible]	1 [illegible]	1 [illegible]	3 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
REGION															
NORTHEAST	9 383	417	1 [illegible]	1 [illegible]	2 [illegible]	1 [illegible]	1 [illegible]	1 [illegible]	1 [illegible]	3 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
NORTH CENTRAL	11 [illegible]	[illegible]	1 [illegible]	2 [illegible]	2 [illegible]	2 [illegible]	1 [illegible]	1 [illegible]	1 [illegible]	3 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SOUTH	18 [illegible]	[illegible]	1 [illegible]	2 [illegible]	2 [illegible]	1 [illegible]	1 [illegible]	1 [illegible]	1 [illegible]	3 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
WEST	7 367	393	870	1 [illegible]	1 [illegible]	1 [illegible]	1 [illegible]	1 [illegible]	1 [illegible]	3 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
RACE AND SPANISH ORIGIN[1]															
WHITE	76 [illegible]	1 [illegible]	5 [illegible]	6 [illegible]	7 [illegible]	6 [illegible]	5 [illegible]	4 [illegible]	3 [illegible]	15 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
BLACK	3 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SPANISH ORIGIN	2 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
RELATIONSHIP TO FAMILY HOUSEHOLDER															
IN FAMILIES	79 [illegible]	1 [illegible]	3 [illegible]	4 [illegible]	5 [illegible]	5 [illegible]	4 [illegible]	3 [illegible]	3 [illegible]	13 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
HOUSEHOLDER	29 [illegible]	[illegible]	2 [illegible]	3 [illegible]	4 [illegible]	4 [illegible]	3 [illegible]	3 [illegible]	2 [illegible]	11 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SPOUSE OF HOUSEHOLDER	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
OTHER RELATIVE OF HOUSEHOLDER	4 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
IN UNRELATED SUBFAMILIES	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
UNRELATED INDIVIDUALS	6 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
AGE															
15 TO 24 YEARS	3 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
25 TO 34 YEARS	18 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
35 TO 44 YEARS	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
45 TO 54 YEARS	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
55 TO 64 YEARS	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
65 YEARS AND OVER	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
WEEKS WORKED IN 1980															
TOTAL CIVILIAN	91 107	2 201	6 999	7 995	8 513	7 758	6 623	5 289	4 120	17 859	19 479	98	1 838	2.0
WORKED AT FULL-TIME JOBS	79 [illegible]	1 [illegible]	4 [illegible]	7 [illegible]	8 [illegible]	7 [illegible]	6 [illegible]	5 [illegible]	4 [illegible]	17 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
50 TO 52 WEEKS	53 [illegible]	[illegible]	2 [illegible]	4 [illegible]	5 [illegible]	5 [illegible]	4 [illegible]	3 [illegible]	2 [illegible]	11 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
48 TO 49 WEEKS	5 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
27 TO 39 WEEKS	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
26 WEEKS OR LESS	2 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
WORKED AT PART-TIME JOBS	1 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
OCCUPATION OF LONGEST JOB IN 1980															
TOTAL	91 107	2 201	6 999	7 995	8 513	7 758	6 623	5 289	4 120	17 859	19 479	98	1 838	2.0
PROFESSIONAL, TECHNICAL, & KIND, EXEC.	7 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
MANAGERS & ADMINISTRATORS, EXC. FARM	8 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SALES WORKERS	2 107	74	224	260	304	320	258	204	141	5 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
CLERICAL AND KINDRED WORKERS	2 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
CRAFT AND KINDRED WORKERS	9 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
OPERATIVES, EXCEPT TRANSPORT	9 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TRANSPORT EQUIPMENT OPERATIVES	3 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
LABORERS, EXCEPT FARM	3 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SERVICE WORKERS, INCL. PVT. HOUSEHOLD	2 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
FARM WORKERS	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
INDUSTRY OF LONGEST JOB IN 1980															
TOTAL	91 107	2 201	6 999	7 995	8 513	7 758	6 623	5 289	4 120	17 859	19 479	98	1 838	2.0
AGRICULTURE, FORESTRY, AND FISHERIES	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
MINING	1 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
CONSTRUCTION	3 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
MANUFACTURING	13 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
DURABLE GOODS	9 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
NONDURABLE GOODS	4 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TRANSPORTATION, COMM., & GEN PUB UTIL.	5 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
WHOLESALE TRADE	3 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
RETAIL TRADE	9 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
FINANCE, INSURANCE, AND REAL ESTATE	3 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
BUSINESS AND REPAIR SERVICES	3 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
PERSONAL SERVICES	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
ENTERTAINMENT AND RECREATION SERVICES	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
PROFESSIONAL AND RELATED SERVICES	9 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
PUBLIC ADMINISTRATION	3 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
WORK EXPERIENCE IN 1980 OF SPOUSE															
MARRIED, SPOUSE PRESENT, TOTAL	32 [illegible]	1 [illegible]	3 [illegible]	5 [illegible]	6 [illegible]	6 [illegible]	5 [illegible]	4 [illegible]	3 [illegible]	13 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SPOUSE WORKED	21 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SPOUSE DID NOT WORK	11 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
NUMBER OF PERSONS INSURED															
1 PERSON	17 [illegible]	1 [illegible]	2 [illegible]	3 [illegible]	3 [illegible]	2 [illegible]	1 [illegible]	1 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2 PERSONS	19 [illegible]	[illegible]	1 [illegible]	2 [illegible]	3 [illegible]	3 [illegible]	2 [illegible]	2 [illegible]	1 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3 PERSONS	7 [illegible]	[illegible]	[illegible]	[illegible]	1 [illegible]	1 [illegible]	1 [illegible]	1 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4 PERSONS	3 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5 PERSONS OR MORE	1 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

[1]PERSONS OF SPANISH ORIGIN MAY BE OF ANY RACE.

Table 17. Civilian Wage and Salary Workers 15 Years Old and Over With an Employer- or Union-Provided Group Health Plan in 1980, by Type of Employer or Union Contribution, Wage or Salary Income, and Poverty Status in 1980—Continued

(NUMBERS IN THOUSANDS. PERSONS AS OF MARCH 1981. FOR MEANING OF SYMBOLS, SEE TEXT)

SELECTED CHARACTERISTICS	TOTAL	WITH WAGE OR SALARY INCOME												BELOW CURRENT POVERTY LEVEL	
											MEDIAN INCOME (DOLLARS)		MEAN INCOME (DOLLARS)		
		$1 TO $6,999	$7,000 TO $9,999	$10,000 TO $14,999	$15,000 TO $19,999	$20,000 TO $24,999	$25,000 TO $34,999	$35,000 TO $49,999	$50,000 AND OVER	VALUE	STANDARD ERROR	VALUE	STANDARD ERROR	NUMBER	POVERTY RATE
TOTAL--CONTINUED															
FEMALE															
TOTAL	29 184	3 543	6 266	7 764	3 563	1 377	529	112	36	10 393	56	10 922	58	844	3.3
TYPE OF RESIDENCE															
INSIDE METROPOLITAN AREAS	18 279	2 279	5 437	5 891	2 900	1 187	449	90	33	10 918	69	11 493	99	530	2.9
INSIDE CENTRAL CITIES	7 951	1 030	2 395	2 506	1 178	507	191	43	13	10 798	132	11 356	151	201	2.7
OUTSIDE CENTRAL CITIES	10 329	1 249	3 042	3 387	1 720	680	256	47	20	11 014	121	11 598	131	329	3.2
OUTSIDE METROPOLITAN AREAS	6 919	1 263	2 829	1 873	689	190	79	22	3	8 735	189	9 413	136	314	4.5
REGION															
NORTHEAST	5 521	727	1 786	1 739	823	303	108	33	6	10 140	113	11 095	128	167	3.
NORTH CENTRAL	6 306	867	1 995	2 031	933	334	110	19	10	10 913	109	10 958	110	183	2.
SOUTH	8 917	1 288	3 131	2 947	1 034	363	132	25	6	9 693	116	10 233	92	384	4.
WEST	9 330	657	1 361	1 553	784	377	177	35	14	11 158	110	11 958	134	129	2.
RACE AND SPANISH ORIGIN[1]															
WHITE	21 420	3 021	7 075	6 720	3 040	1 207	466	100	34	10 431	60	10 992	63	579	2.
BLACK	3 955	413	1 039	878	424	137	44	8	3	10 065	187	10 910	195	261	6.
SPANISH ORIGIN	1 126	190	482	297	109	31	11	5	-	8 582	312	9 366	299	67	6.
RELATIONSHIP TO FAMILY HOUSEHOLDER															
IN FAMILIES	19 988	3 918	6 877	6 102	2 631	973	340	65	22	10 086	62	10 526	52	596	3.
HOUSEHOLDER	4 272	462	1 331	1 379	658	308	96	11	9	10 892	109	11 482	139	324	7.
SPOUSE OF HOUSEHOLDER	12 484	1 829	4 298	3 939	1 773	598	229	47	10	10 241	76	10 648	70	189	1.
OTHER RELATIVE OF HOUSEHOLDER	3 231	626	1 251	783	200	70	15	7	4	8 110	170	8 584	144	83	2.
IN UNRELATED SUBFAMILIES	162	36	45	46	23	10	1	2	2	10 179	739	11 129	889	14	8.
UNRELATED INDIVIDUALS	5 034	586	1 386	1 616	909	394	184	45	11	11 017	129	12 084	143	233	4.
AGE															
15 TO 24 YEARS	4 805	1 232	2 132	1 219	227	49	9	2	1	7 832	190	7 917	99	248	5
25 TO 34 YEARS	8 089	985	2 309	2 868	1 341	460	156	38	11	11 109	87	11 478	97	326	4
35 TO 44 YEARS	6 746	447	1 004	1 936	837	389	190	38	9	11 381	136	12 128	141	129	2
45 TO 54 YEARS	4 941	362	1 312	1 292	647	299	113	34	7	9 772	124	10 585	134	127	2
55 TO 64 YEARS	3 003	385	972	914	447	180	87	11	7	10 606	146	11 218	175	97	3
65 YEARS AND OVER	432	141	133	86	46	10	10	3	1	7 652	999	8 634	993	11	3
WEEKS WORKED IN 1980															
TOTAL CIVILIAN	29 184	3 543	8 266	7 764	3 563	1 377	529	112	36	10 383	56	10 922	58	844	3
WORKED AT FULL-TIME JOBS	22 376	2 139	7 264	7 505	3 473	1 341	513	110	32	10 908	55	11 503	60	527	2
50 TO 52 WEEKS	16 793	781	4 945	6 529	3 185	1 238	483	104	32	11 860	55	12 037	67	254	1
48 TO 49 WEEKS	2 881	169	1 138	694	229	77	28	3	-	9 137	179	9 950	141	82	3
27 TO 39 WEEKS	1 995	199	729	227	68	25	9	-	1	8 678	134	7 643	169	69	3
26 WEEKS OR LESS	1 847	1 280	441	103	30	-	-	2	-	3 525	99	4 156	110	212	11
WORKED AT PART-TIME JOBS	2 808	1 403	1 003	260	90	36	12	2	4	5 003	109	5 887	139	206	7
OCCUPATION OF LONGEST JOB IN 1980															
TOTAL	29 184	3 543	8 266	7 764	3 563	1 377	529	112	36	10 383	56	10 922	58	844	3
PROFESSIONAL, TECHNICAL, & KIND. WORD.	5 188	311	839	1 459	1 006	671	225	35	13	14 295	172	14 431	138	90	1
MANAGERS & ADMINISTRATORS, EXC. FARM	1 973	123	413	644	396	196	148	45	8	13 879	215	14 569	203	43	1
SALES WORKERS	963	240	360	188	105	34	21	13	7	10 302	315	10 879	405	35	3
CLERICAL AND KINDRED WORKERS	10 096	1 520	3 625	2 956	1 101	329	87	13	7	10 144	72	10 232	71	294	2
CRAFT AND KINDRED WORKERS	526	73	144	163	93	36	20	11	2	11 144	941	11 918	631	21	4
OPERATIVES, EXCEPT TRANSPORT	3 346	636	1 540	868	237	60	8	-	-	8 211	112	8 580	112	150	4
TRANSPORT EQUIPMENT OPERATIVES	142	48	53	29	13	10	1	-	-	7 568	727	8 922	728	10	7
LABORERS, EXCEPT FARM	307	71	107	80	39	7	1	-	-	8 778	582	8 949	613	17	5
SERVICE WORKERS, INCL. PVT. HOUSEHOLD	2 488	868	1 186	543	107	34	15	-	4	7 836	131	7 523	145	229	9
FARM WORKERS	36	20	10	4	2	-	-	-	-	(B)	(B)	(B)	(B)	8	-
INDUSTRY OF LONGEST JOB IN 1980															
TOTAL	29 184	3 542	8 266	7 764	3 563	1 377	529	112	36	10 383	56	10 922	58	844	3
AGRICULTURE, FORESTRY, AND FISHERIES	83	30	25	11	6	1	-	-	-	7 310	1 092	7 596	741	13	15
MINING	101	9	28	25	19	16	6	-	-	13 632	1 096	14 397	839	11	11
CONSTRUCTION	256	62	78	85	31	18	2	-	-	10 309	509	10 981	695	41	16
MANUFACTURING	5 963	814	2 134	1 868	732	253	99	18	7	10 000	110	10 420	107	296	5
DURABLE GOODS	2 993	343	933	1 068	491	135	57	6	-	10 603	144	11 099	144	89	3
NONDURABLE GOODS	2 970	470	1 201	799	241	119	42	7	3	9 986	183	9 720	155	118	4
TRANSPORTATION, COMM., & SIM PUB UTIL.	1 343	98	293	423	244	161	82	18	6	13 007	372	13 692	274	25	2
WHOLESALE TRADE	693	75	277	233	101	28	14	4	-	10 947	306	10 954	325	17	2
RETAIL TRADE	3 348	829	1 [illegible]	720	251	67	23	10	3	7 774	82	8 595	110	247	7
FINANCE, INSURANCE, AND REAL ESTATE	2 [illegible]	210	502	539	259	86	37	20	5	10 [illegible]	172	12 [illegible]	198	49	
BUSINESS AND REPAIR SERVICES	930	98	208	188	78	36	28	9	2	10 303	373	11 368	425	27	
PERSONAL SERVICES	527	149	256	78	33	9	1	-	2	8 930	257	7 667	409	33	
ENTERTAINMENT AND RECREATION SERVICES	164	43	55	38	22	5	2	-	0	8 [illegible]	1 [illegible]	9 [illegible]	758	19	
PROFESSIONAL AND RELATED SERVICES	8 [illegible]	1 [illegible]	2 [illegible]	1 [illegible]	580	191	74	15	11	[illegible]	101	11 [illegible]	1037	261	
PUBLIC ADMINISTRATION	1 483	123	330	361	207	149	36	9	3	12 077	206	12 755	229	29	
DOLL EXPERIENCE IN 1980 OF SPOUSE															
MARRIED, SPOUSE PRESENT, TOTAL	15 276	2 391	5 320	4 536	1 992	693	249	58	18	9 927	88	10 381	91	230	
SPOUSE WORKED	14 476	2 236	4 972	4 [illegible]	1 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
SPOUSE DID NOT WORK	798	155	348	200	56	27	4	-	2	8 461	450	8 957	280	23	
NUMBER OF PERSONS INSURED															
1 PERSON	18 101	2 293	5 444	4 706	2 218	871	359	79	25	10 234	73	10 660	73	930	
2 PERSONS	6 830	739	1 758	2 067	913	376	123	24	9	10 933	108	11 393	117	150	
3 PERSONS	1 963	309	648	577	272	103	39	15	-	10 133	114	10 694	197	66	
4 PERSONS	756	134	266	217	110	33	14	-	2	9 925	288	10 368	340	19	
5 PERSONS OR MORE	347	72	149	98	42	3	3	-	1	7 934	408	8 693	340	24	

[1] PERSONS OF SPANISH ORIGIN MAY BE OF ANY RACE.

Table 17. Civilian Wage and Salary Workers 15 Years Old and Over With an Employer- or Union-Provided Group Health Plan in 1980, by Type of Employer or Union Contribution, Wage or Salary Income, and Poverty Status in 1980—Continued

(NUMBERS IN THOUSANDS. PERSONS AS OF MARCH 1981. FOR MEANING OF SYMBOLS, SEE TEXT)

SELECTED CHARACTERISTICS	TOTAL	WITH WAGE OR SALARY INCOME												BELOW CURRENT POVERTY LEVEL	
		$1 TO $9,999	$10,000 TO $14,999	$15,000 TO $19,999	$20,000 TO $24,999	$25,000 TO $34,999	$35,000 TO $49,999	$50,000 AND OVER	MEDIAN INCOME (DOLLARS) VALUE	MEDIAN INCOME (DOLLARS) STANDARD ERROR	MEAN INCOME (DOLLARS) VALUE	MEAN INCOME (DOLLARS) STANDARD ERROR	NUMBER	POVERTY RATE
EMPLOYER OR UNION PAID ALL OF THE COST OF GROUP HEALTH PLAN															
BOTH SEXES															
TOTAL	29 181	2 419	3 998	4 831	5 939	4 091	3 223	1 079	588	19 027	101	16 729	99	692	2.4
TYPE OF RESIDENCE															
INSIDE METROPOLITAN AREAS	21 505	1 630	3 696	4 709	4 182	3 201	2 922	971	583	19 621	146	17 420	171	499	2.3
INSIDE CENTRAL CITIES	8 133	729	1 616	1 983	1 589	1 073	781	289	558	16 163	215	15 910	257	245	3.0
OUTSIDE CENTRAL CITIES	13 372	900	2 081	2 816	2 593	2 128	1 841	683	595	20 430	191	18 335	220	199	1.5
OUTSIDE METROPOLITAN AREAS	7 676	789	1 868	1 832	1 373	890	706	283	77	12 931	312	10 780	329	268	3.5
REGION															
NORTHEAST	7 918	931	1 328	1 776	1 545	1 059	749	289	131	19 182	148	16 804	189	115	1.5
NORTH CENTRAL	8 761	696	1 537	1 969	1 785	1 278	1 087	312	142	19 818	186	17 823	173	170	2.0
SOUTH	7 676	771	1 710	1 762	1 440	870	769	228	130	13 131	226	15 439	188	270	3.6
WEST	5 826	432	921	1 189	989	884	731	253	177	19 972	287	17 895	323	132	3.4
RACE AND SPANISH ORIGIN[1]															
WHITE	25 391	2 073	4 016	5 068	5 026	3 773	3 140	1 049	563	19 319	98	17 088	186	489	1.9
BLACK	3 229	278	358	660	619	228	118	19	10	11 793	216	12 775	298	179	5.5
SPANISH ORIGIN	1 491	126	335	314	175	186	89	13	8	11 351	336	12 908	431	78	5.2
RELATIONSHIP TO FAMILY HOUSEHOLDER															
IN FAMILIES	23 750	1 965	4 014	5 210	4 436	3 373	2 843	908	523	19 203	109	17 053	113	407	1.7
HOUSEHOLDER	14 326	923	1 964	2 506	2 029	2 016	2 579	919	494	19 321	163	20 920	157	274	1.9
SPOUSE OF HOUSEHOLDER	6 402	802	1 928	1 937	1 808	1 260	190	62	29	10 791	121	11 650	135	59	0.9
OTHER RELATIVE OF HOUSEHOLDER	3 206	660	1 022	977	598	178	74	8	0	9 666	229	10 202	177	76	2.3
IN UNRELATED SUBFAMILIES	86	20	23	20	11	6	1	-	2	8 990	1	10 108	1	11	13.0
UNRELATED INDIVIDUALS	5 342	432	1 060	1 300	1 188	911	984	188	59	14 077	229	15 373	193	274	5.1
AGE															
15 TO 19 YEARS	4 391	962	1 838	1 289	933	193	66	9	6	9 082	168	9 733	178	287	6.5
20 TO 24 YEARS	9 326	548	1 575	2 583	2 215	1 365	889	178	58	15 066	139	15 753	130	233	2.5
25 TO 44 YEARS	9 033	398	826	1 113	1 115	1 133	993	375	187	16 439	268	19 800	236	183	2.0
45 TO 54 YEARS	4 911	239	748	935	920	700	522	264	168	17 498	281	20 017	293	88	1.8
55 TO 64 YEARS	3 770	260	908	768	697	591	514	297	128	16 478	265	18 893	317	90	1.1
65 YEARS AND OVER	749	131	142	93	62	48	18	13	9	9 982	781	13 922	890	11	2.0
WEEKS WORKED IN 1980															
TOTAL CIVILIAN	29 181	2 419	3 998	4 831	5 939	4 091	3 223	1 079	588	19 027	101	16 729	99	692	2.4
WORKED AT FULL-TIME JOBS	27 710	1 562	3 678	4 648	5 670	4 046	3 209	1 068	593	19 077	91	17 390	102	580	2.1
50 TO 52 WEEKS	21 501	1 208	2 939	3 799	4 728	3 448	3 139	1 038	533	19 099	98	19 251	119	249	1.2
48 TO 49 WEEKS	2 478	189	401	634	673	389	139	23	37	12 838	231	13 993	259	89	3.6
27 TO 39 WEEKS	1 526	248	378	369	214	81	25	4	9	9 278	373	10 788	287	87	5.7
26 WEEKS OR LESS	1 803	998	561	168	55	12	12	4	-	5 543	196	5 599	178	183	10.2
WORKED AT PART-TIME JOBS	1 471	877	638	189	84	46	38	6	15	5 371	193	6 966	179	113	8.0
OCCUPATION OF LONGEST JOB IN 1980															
TOTAL	29 181	2 419	3 998	4 831	5 939	4 091	3 223	1 079	588	19 027	101	16 729	99	692	2.4
PROFESSIONAL, TECHNICAL, & KIND, WORK	5 364	231	547	1 038	1 209	986	792	305	219	18 149	270	23 533	271	72	1.4
MANAGERS & ADMINISTRATORS, EXC. FARM	3 771	167	309	413	455	549	821	423	285	21 434	366	25 980	433	39	0.9
SALES WORKERS	1 803	121	233	283	283	149	160	92	93	15 889	992	18 199	936	24	2.0
CLERICAL AND KINDRED WORKERS	5 755	431	1 156	1 901	877	535	148	28	19	10 977	136	11 898	127	121	2.1
CRAFT AND KINDRED WORKERS	4 006	178	481	772	1 025	877	467	186	19	19 033	262	18 959	193	82	1.9
OPERATIVES, EXCEPT TRANSPORT	3 910	468	963	998	793	498	218	28	31	12 394	269	13 536	195	329	5.2
TRANSPORT EQUIPMENT OPERATIVES	1 170	91	251	240	253	192	101	32	-	15 821	733	16 008	542	85	3.7
LABORERS, EXCEPT FARM	1 297	136	308	329	239	157	69	21	1	12 088	823	13 851	287	73	5.6
SERVICE WORKERS, INCL. PVT. HOUSEHOLD	2 279	467	799	910	673	197	97	17	3	9 409	265	10 788	221	119	5.2
FARM WORKERS	133	38	91	39	12	9	1	-	3	8 793	870	9 369	997	19	15.2
INDUSTRY OF LONGEST JOB IN 1980															
TOTAL	29 181	2 419	3 998	4 831	5 939	4 091	3 223	1 079	588	19 027	101	16 729	99	692	2.4
AGRICULTURE, FORESTRY, AND FISHERIES	288	88	84	63	20	11	2	-	2	9 090	759	11 081	804	38	13.2
MINING	420	18	38	62	83	90	84	28	15	20 421	690	21 535	906	10	2.3
CONSTRUCTION	1 971	119	295	339	323	219	233	73	29	16 049	361	17 736	439	43	2.7
MANUFACTURING	9 917	961	1 905	2 048	1 925	1 559	1 312	375	191	16 353	157	17 631	161	193	2.0
DURABLE GOODS	5 350	515	993	1 257	1 263	1 117	972	287	97	16 992	179	18 233	190	120	2.0
NONDURABLE GOODS	3 066	445	912	792	662	442	340	109	93	15 639	300	16 345	276	73	2.0
TRANSPORTATION, COMM., & OTH PUB UTIL.	3 705	199	377	478	544	413	534	123	39	19 483	379	19 604	279	77	2.0
WHOLESALE TRADE	1 469	70	222	232	268	184	201	90	23	19 999	374	19 958	931	19	1.4
RETAIL TRADE	3 963	588	763	803	958	383	305	99	36	11 209	227	13 241	287	111	3.7
FINANCE, INSURANCE, AND REAL ESTATE	1 719	111	236	305	239	152	133	43	59	11 950	290	19 928	458	28	1.6
BUSINESS AND REPAIR SERVICES	878	83	174	193	158	129	91	49	19	16 939	458	19 939	478	17	2.0
PERSONAL SERVICES	384	78	141	63	58	18	19	9	8	11	877	12 097	937	19	4.9
ENTERTAINMENT AND RECREATION SERVICES	305	27	55	62	38	19	16	2	13	12 410	1	14 911	1 699	17	6.1
PROFESSIONAL AND RELATED SERVICES	5 982	500	1 371	1 507	1 124	695	389	158	103	12 991	230	19 384	239	141	2.4
PUBLIC ADMINISTRATION	1 381	108	193	228	289	198	139	46	2	19 281	439	19 878	347	30	2.3
WORK EXPERIENCE IN 1980 OF SPOUSE															
MARRIED, SPOUSE PRESENT, TOTAL	20 763	1 919	3 818	4 347	3 991	3 074	2 707	947	502	19 999	112	17 974	126	251	1.2
SPOUSE WORKED	15 700	1 339	3 009	3 547	3 048	2 174	1 747	915	395	19 059	199	18 348	139	157	0.7
SPOUSE DID NOT WORK	5 064	581	809	800	943	900	960	334	297	19 813	305	21 819	313	134	2.9
NUMBER OF PERSONS INSURED															
1 PERSON	19 129	1 695	3 756	3 791	2 497	1 344	822	181	97	11 712	90	13 171	158	972	3.3
2 PERSONS	8 961	961	1 134	1 822	1 798	1 360	951	268	17	279	162	19 271	197	99	1.8
3 PERSONS	3 816	169	390	560	813	700	679	284	117	19 650	292	20 992	298	58	1.9
4 PERSONS	1 585	69	198	298	332	294	298	189	93	19 799	437	21 922	982	38	2.9
5 PERSONS OR MORE	910	90	93	118	194	181	169	59	36	20 210	617	21 909	694	36	4.7

[1]PERSONS OF SPANISH ORIGIN MAY BE OF ANY RACE.

Table 17. Civilian Wage and Salary Workers 15 Years Old and Over With an Employer- or Union-Provided Group Health Plan in 1980, by Type of Employer or Union Contribution, Wage or Salary Income, and Poverty Status in 1980—Continued

(NUMBERS IN THOUSANDS. PERSONS AS OF MARCH 1981. FOR MEANING OF SYMBOLS, SEE TEXT)

SELECTED CHARACTERISTICS	TOTAL	WITH WAGE OR SALARY INCOME												BELOW CURRENT POVERTY LEVEL	
		$1 TO $4,999	$5,000 TO $9,999	$10,000 TO $14,999	$15,000 TO $19,999	$20,000 TO $24,999	$25,000 TO $34,999	$35,000 TO $49,999	$50,000 AND OVER	MEDIAN INCOME (DOLLARS) VALUE	MEDIAN INCOME (DOLLARS) STANDARD ERROR	MEAN INCOME (DOLLARS) VALUE	MEAN INCOME (DOLLARS) STANDARD ERROR	NUMBER	POVERTY RATE
EMPLOYER OR UNION PAID ALL OF THE COST OF GROUP HEALTH PLAN—CONTINUED															
MALE															
TOTAL	17 076	967	2 005	3 162	3 784	3 348	3 033	1 019	560	18 493	151	20 089	149	384	2.1
TYPE OF RESIDENCE															
INSIDE METROPOLITAN AREAS	13 180	677	1 356	2 167	2 789	2 582	2 370	838	467	19 300	237	20 876	242	246	1.9
INSIDE CENTRAL CITIES	4 986	298	826	879	1 056	813	677	190	151	17 129	273	16 968	386	138	2.8
OUTSIDE CENTRAL CITIES	8 194	379	730	1 271	1 673	1 769	1 693	638	316	20 395	198	21 920	308	108	1.3
OUTSIDE METROPOLITAN AREAS	3 895	290	649	1 015	1 035	777	659	191	77	16 699	388	17 888	516	138	2.9
REGION															
NORTHEAST	4 592	199	524	880	1 097	885	678	273	147	18 969	301	20 093	264	53	1.2
NORTH CENTRAL	5 438	320	579	913	1 284	1 073	1 010	363	197	18 947	219	20 198	234	104	1.8
SOUTH	4 347	286	599	868	891	721	711	212	138	17 164	235	17 979	279	124	2.4
WEST	3 297	171	349	482	523	481	634	233	130	20 147	220	21 509	323	88	2.7
RACE AND SPANISH ORIGIN[1]															
WHITE	16 327	884	1 796	2 900	3 592	3 136	2 869	993	557	18 991	154	20 526	148	271	1.7
BLACK	1 179	139	207	302	237	162	108	12	10	14 323	498	14 620	380	96	8.1
SPANISH ORIGIN	716	50	142	197	130	95	63	18	8	13 125	763	14 971	582	52	7.2
RELATIONSHIP TO FAMILY HOUSEHOLDER															
IN FAMILIES	14 905	754	1 539	2 523	3 111	2 872	2 654	941	513	19 111	185	20 652	156	238	1.9
HOUSEHOLDER	12 598	752	950	1 937	2 731	2 459	2 328	919	489	20 420	113	22 164	176	173	1.4
SPOUSE OF HOUSEHOLDER	1 375	5	49	73	71	78	43	22	18	19 991	989	21 293	995	31	0.9
OTHER RELATIVE OF HOUSEHOLDER	1 972	397	540	513	309	134	65	5	6	10 322	237	10 873	350	34	1.7
IN UNRELATED SUBFAMILIES	20	5	4	0	0	1	-	-	-	(B)	(B)	(B)	(B)	0	(B)
UNRELATED INDIVIDUALS	2 949	207	462	639	669	487	379	78	51	16 103	298	17 319	297	169	9.7
AGE															
15 TO 24 YEARS	2 568	469	788	677	429	169	59	6	4	10 309	229	10 836	196	101	3.9
25 TO 34 YEARS	5 642	286	557	1 205	1 547	1 117	797	199	54	17 382	156	18 219	178	124	2.2
35 TO 44 YEARS	3 807	73	216	478	707	740	822	366	183	22 046	230	23 784	318	77	2.0
45 TO 54 YEARS	3 042	58	184	391	597	616	756	275	184	22 090	313	24 607	400	59	1.9
55 TO 64 YEARS	2 369	58	195	353	448	466	281	123	110	20 699	289	22 636	436	41	0.9
65 YEARS AND OVER	748	42	83	58	41	36	35	15	13	11 524	841	16 858	1 232	31	1.0
WEEKS WORKED IN 1980															
TOTAL CIVILIAN	17 076	967	2 005	3 162	3 784	3 348	3 033	1 019	560	18 493	151	20 089	148	384	2.1
WORKED AT FULL-TIME JOBS	17 256	695	1 825	3 096	3 727	3 336	3 013	1 013	553	18 872	149	20 497	141	358	2.0
50 TO 52 WEEKS	13 936	188	697	2 397	3 138	3 016	2 957	983	520	20 490	106	22 906	134	153	1.1
48 TO 49 WEEKS	1 422	31	312	398	348	248	113	36	28	15 957	335	16 581	410	30	2.1
27 TO 39 WEEKS	888	89	286	256	177	64	32	9	4	11 952	332	12 783	933	51	5.8
26 WEEKS OR LESS	1 010	474	351	115	63	18	12	5	-	5 319	225	6 513	1 431	111	11.0
WORKED AT PART-TIME JOBS	818	272	180	66	37	25	20	6	11	9 956	278	8 786	800	39	5.0
OCCUPATION OF LONGEST JOB IN 1980															
TOTAL	17 076	967	2 005	3 162	3 784	3 348	3 033	1 019	560	18 493	151	20 089	148	384	2.1
PROFESSIONAL, TECHNICAL, & KIND, RMRS.	2 975	98	176	336	501	445	665	286	208	24 924	494	26 539	417	59	1.1
MANAGERS & ADMINISTRATORS, EXC. FARM	2 816	91	138	320	446	469	737	402	282	25 122	438	28 327	498	101	0.9
SALES WORKERS	824	34	93	138	158	131	147	82	42	19 579	758	21 670	690	131	1.6
CLERICAL AND KINDRED WORKERS	1 706	79	191	316	414	351	316	118	11	16 306	431	16 640	488	14	1.2
CRAFT AND KINDRED WORKERS	4 155	147	342	780	979	953	857	199	12	19 979	249	19 329	180	74	1.8
OPERATIVES, EXCEPT TRANSPORT	2 521	179	398	603	652	493	213	28	3	15 906	239	15 885	210	83	3.3
TRANSPORT EQUIPMENT OPERATIVES	1 109	78	171	231	257	186	140	22	-	16 152	382	16 395	350	16	1.5
LABORERS, EXCEPT FARM	1 118	120	262	274	215	53	68	3	1	12 964	441	13 245	311	9	0.8
SERVICE WORKERS, INCL. PVT. HOUSEHOLD	1 145	149	237	277	232	128	91	17	3	12 043	535	12 619	354	41	3.6
FARM WORKERS	111	20	35	32	10	9	-	-	2	9 377	880	9 944	1 128	15	13.6
INDUSTRY OF LONGEST JOB IN 1980															
TOTAL	17 076	967	2 005	3 162	3 784	3 348	3 033	1 019	560	18 493	151	20 089	148	384	2.1
AGRICULTURE, FORESTRY, AND FISHERIES	143	19	34	51	20	10	7	3	1	10 225	749	11 992	1 020	24	12.6
MINING	372	19	25	48	75	83	69	28	15	21 157	705	22 618	982	9	2.9
CONSTRUCTION	1 433	100	201	299	302	203	232	73	29	16 954	371	18 419	480	41	2.9
MANUFACTURING	6 788	294	649	1 151	1 526	1 372	1 248	370	138	19 138	225	20 192	199	120	1.8
DURABLE GOODS	4 832	179	441	813	1 094	1 009	933	265	97	19 384	273	20 232	240	84	1.7
NONDURABLE GOODS	1 876	76	208	338	430	363	316	105	41	18 574	192	19 011	409	35	1.8
TRANSPORTATION, COMM., & OTH PUB UTIL.	1 972	58	134	252	367	318	501	116	29	21 296	282	21 652	330	25	1.3
WHOLESALE TRADE	1 108	32	108	213	235	173	198	95	42	19 144	413	22 148	947	9	0.7
RETAIL TRADE	1 943	193	381	378	339	240	176	49	12	10 481	487	10 634	424	59	3.3
FINANCE, INSURANCE, AND REAL ESTATE	660	31	76	107	119	105	106	57	39	19 894	604	22 527	981	12	1.9
BUSINESS AND REPAIR SERVICES	505	46	88	119	110	112	72	37	17	16 724	605	18 701	1 750	9	1.3
PERSONAL SERVICES	188	31	47	28	15	13	9	4	1	10 310	1 788	10 970	1 694	8	6.5
ENTERTAINMENT AND RECREATION SERVICES	129	8	22	27	25	13	14	3	2	13 165	696	21 842	4 764	4	3.1
PROFESSIONAL AND RELATED SERVICES	2 029	169	298	364	582	532	282	139	108	19 171	531	21 902	550	78	3.9
PUBLIC ADMINISTRATION	800	55	55	156	215	174	194	43	2	18 179	482	18 413	437	20	2.5
WORK EXPERIENCE IN 1980 OF SPOUSE															
MARRIED, SPOUSE PRESENT, TOTAL	13 897	819	1 319	2 300	2 910	2 725	2 570	925	494	19 577	167	21 100	163	177	1.3
SPOUSE WORKED	9 135	388	881	1 609	2 025	1 944	1 913	541	238	19 869	193	20 276	179	52	0.8
SPOUSE DID NOT WORK	4 722	231	434	693	884	781	657	384	256	18 997	218	22 692	327	124	4.4
NUMBER OF PERSONS INSURED															
1 PERSON	8 536	690	1 282	1 997	1 300	868	621	149	88	14 129	244	19 388	190	248	7.0
2 PERSONS	8 335	181	481	1 019	1 368	1 320	1 206	478	282	20 [illegible]	182	22 495	240	49	0.7
3 PERSONS	3 096	55	144	341	688	723	666	288	157	21 379	239	23 615	336	57	1.2
4 PERSONS	1 249	19	61	162	278	288	295	109	53	21 693	606	24 004	563	26	2.0
5 PERSONS OR MORE	860	14	37	92	128	101	148	58	36	21 817	597	23 703	752	28	3.8

[1]PERSONS OF SPANISH ORIGIN MAY BE OF ANY RACE.

Table 17. Civilian Wage and Salary Workers 15 Years Old and Over With an Employer- or Union-Provided Group Health Plan in 1980, by Type of Employer or Union Contribution, Wage or Salary Income, and Poverty Status in 1980—Continued

(NUMBERS IN THOUSANDS. PERSONS AS OF MARCH 1981. FOR MEANING OF SYMBOLS, SEE TEXT)

SELECTED CHARACTERISTICS	TOTAL	WITH WAGE OR SALARY INCOME												BELOW CURRENT POVERTY LEVEL	
		$1 TO $4,999	$5,000 TO $9,999	$10,000 TO $14,999	$15,000 TO $19,999	$20,000 TO $24,999	$25,000 TO $34,999	$35,000 TO $49,999	$50,000 AND OVER	MEDIAN INCOME (DOLLARS) VALUE	MEDIAN INCOME (DOLLARS) STANDARD ERROR	MEAN INCOME (DOLLARS) VALUE	MEAN INCOME (DOLLARS) STANDARD ERROR	NUMBER	POVERTY RATE
EMPLOYEE OF UNION PAID ALL OF THE COST OF GROUP HEALTH PLAN—CONTINUED															
PERSONS															
TOTAL	11 307	1 452	3 500	3 469	1 790	731	294	55	16	10 776	85	11 488	89	308	2.7
TYPE OF RESIDENCE															
INSIDE METROPOLITAN AREAS	8 329	993	2 301	2 692	1 454	610	248	49	16	11 272	126	11 907	101	207	2.4
INSIDE CENTRAL CITIES	3 447	439	990	1 137	534	463	104	19	7	11 360	209	11 763	229	107	3.1
OUTSIDE CENTRAL CITIES	4 879	527	1 251	1 545	920	356	144	29	9	11 421	180	12 070	195	91	1.9
OUTSIDE METROPOLITAN AREAS	2 982	459	1 199	816	337	114	46	12	-	9 241	253	9 900	214	110	3.7
REGION															
NORTHEAST	3 827	391	896	897	458	188	66	17	9	10 999	157	11 526	171	82	2.2
NORTH CENTRAL	3 122	376	956	981	501	205	78	9	5	10 870	169	11 466	182	79	2.5
SOUTH	3 139	485	1 150	876	439	149	55	8	-	9 819	183	10 937	152	138	4.2
WEST	2 228	250	577	707	362	200	96	28	3	11 627	177	12 307	206	95	3.0
RACE AND SPANISH ORIGIN[1]															
WHITE	10 004	1 269	3 093	3 107	1 575	648	271	58	10	10 827	90	11 472	98	319	2.1
BLACK	1 049	169	351	306	161	62	18	2	-	10 283	269	10 695	264	63	7.9
SPANISH ORIGIN	437	79	173	117	45	11	6	3	-	9 729	578	9 997	667	27	8.3
RELATIONSHIP TO FAMILY HOUSEHOLDER															
IN FAMILIES	8 929	1 211	2 875	2 680	1 329	562	189	28	11	10 981	95	10 975	97	199	2.2
HOUSEHOLDER	1 749	171	513	570	299	199	48	9	5	11 356	205	12 056	285	121	9.7
SPOUSE OF HOUSEHOLDER	5 827	797	1 884	1 709	930	362	128	20	6	10 912	121	11 538	130	57	1.0
OTHER RELATIVE OF HOUSEHOLDER	1 334	244	478	369	89	41	13	3	-	9 729	394	9 128	221	40	3.2
IN UNRELATED SUBFAMILIES	65	15	18	15	7	5	1	-	2	(B)	(B)	(B)	(B)	3	(B)
UNRELATED INDIVIDUALS	2 413	226	606	763	454	224	104	28	5	11 996	189	12 956	207	103	4.4
AGE															
15 TO 24 YEARS	2 023	976	861	323	128	26	9	-	2	8 107	155	8 273	190	188	9.3
25 TO 34 YEARS	3 982	343	1 018	1 297	664	268	93	17	5	11 945	133	11 975	134	99	2.7
35 TO 44 YEARS	2 146	219	608	639	438	193	71	18	9	11 829	221	12 397	288	44	2.2
45 TO 54 YEARS	1 843	182	560	593	329	168	86	19	6	11 305	229	12 276	239	30	1.9
55 TO 64 YEARS	1 408	167	396	453	244	111	30	3	5	11 295	243	12 125	277	20	1.9
65 YEARS AND OVER	305	69	59	39	22	8	7	4	-	7 687	966	9 063	719	6	3.7
WEEKS WORKED IN 1980															
TOTAL CIVILIAN	11 307	1 452	3 500	3 469	1 790	731	294	55	16	10 776	85	11 488	89	308	2.7
WORKED AT FULL-TIME JOBS	10 054	867	3 051	3 346	1 763	718	287	55	12	11 303	83	12 068	91	231	2.3
50 TO 52 WEEKS	7 367	591	2 039	2 382	1 270	499	209	53	12	11 538	85	12 241	101	93	1.3
48 TO 49 WEEKS	1 053	72	496	306	126	47	15	2	-	9 594	273	10 480	227	39	3.9
27 TO 39 WEEKS	832	197	315	159	37	17	3	-	-	6 993	260	8 053	291	24	2.7
26 WEEKS OR LESS	799	526	218	48	10	-	-	-	-	3 682	178	4 302	103	66	8.3
WORKED AT PART-TIME JOBS	1 254	603	449	123	46	19	8	-	4	9 149	109	9 199	240	77	6.2
OCCUPATION OF LONGEST JOB IN 1980															
TOTAL	11 307	1 452	3 500	3 469	1 790	731	294	55	16	10 776	85	11 488	89	308	2.7
PROFESSIONAL, TECHNICAL, & KIND. WORK.	2 329	133	371	494	453	341	130	19	7	14 765	262	14 958	219	41	1.8
MANAGERS & ADMINISTRATORS, EXC. FARM	955	57	176	249	219	103	85	28	3	14 017	405	15 116	373	9	0.9
SALES WORKERS	379	87	139	65	46	18	13	10	1	8 981	919	10 622	639	11	2.9
CLERICAL AND KINDRED WORKERS	4 648	542	1 594	1 488	623	170	52	6	3	10 521	107	10 531	107	127	2.7
CRAFT AND KINDRED WORKERS	245	32	59	72	54	25	10	-	2	11 946	703	12 693	675	7	2.9
OPERATIVES, EXCEPT TRANSPORT	1 300	238	564	396	141	43	8	-	-	9 829	263	9 439	240	43	3.3
TRANSPORT EQUIPMENT OPERATIVES	88	13	38	9	6	6	1	-	-	10 [illegible]	[illegible]	[illegible]	[illegible]	4	(B)
LABORERS, EXCEPT FARM	191	31	96	48	17	9	1	-	-	10 229	745	10 098	613	5	2.8
SERVICE WORKERS, INCL. PVT. HOUSEHOLD	1 133	319	912	238	90	19	5	-	-	7 239	282	7 569	188	77	6.8
FARM WORKERS	22	12	6	2	2	-	-	-	-	(B)	(B)	(B)	(B)	5	(B)
INDUSTRY OF LONGEST JOB IN 1980															
TOTAL	11 307	1 452	3 500	3 469	1 790	731	294	55	16	10 776	85	11 488	89	308	2.7
AGRICULTURE, FORESTRY, AND FISHERIES	46	18	12	12	2	-	-	-	-	(B)	(B)	(B)	(B)	8	(B)
MINING	46	2	14	14	8	5	1	-	-	(B)	(B)	(B)	(B)	1	(B)
CONSTRUCTION	438	28	99	95	51	7	1	-	-	10 504	778	10 623	691	1	0.8
MANUFACTURING	3 709	369	897	889	398	167	63	3	3	10 825	183	11 015	170	69	2.3
DURABLE GOODS	1 519	137	432	544	267	107	39	3	2	11 [illegible]	[illegible]	11 [illegible]	[illegible]	38	2.4
NONDURABLE GOODS	1 198	169	434	345	132	79	25	3	1	9 [illegible]	[illegible]	[illegible]	[illegible]	31	2.3
TRANSPORTATION, COMM., & OTH PUB UTIL	733	48	193	229	138	94	37	7	-	11 695	518	11 898	338	11	1.5
WHOLESALE TRADE	368	38	114	119	65	13	11	-	-	10 [illegible]	[illegible]	[illegible]	[illegible]	8	2.1
RETAIL TRADE	1 288	337	911	359	126	37	10	-	-	6 [illegible]	[illegible]	[illegible]	[illegible]	58	4.3
FINANCE, INSURANCE, AND REAL ESTATE	1 037	89	280	299	180	67	27	9	-	10 595	187	11 179	251	17	1.6
BUSINESS AND REPAIR SERVICES	275	37	86	79	40	10	9	5	-	10 765	632	11 912	663	8	2.9
PERSONAL SERVICES	196	63	99	33	10	3	1	-	-	6 918	382	7 933	437	11	5.6
ENTERTAINMENT AND RECREATION SERVICES	76	18	32	16	7	2	2	-	-	7 375	903	8 560	975	13	16.7
PROFESSIONAL AND RELATED SERVICES	3 913	441	1 125	1 169	790	312	101	22	2	11 370	159	12 004	157	102	2.6
PUBLIC ADMINISTRATION	675	53	158	179	79	24	15	4	-	11 092	388	11 559	385	9	2.0
WORK EXPERIENCE IN 1980 OF SPOUSE															
MARRIED, SPOUSE PRESENT, TOTAL	6 906	997	2 303	2 067	1 041	391	137	22	8	10 283	111	10 858	109	79	1.1
SPOUSE WORKED	6 565	947	2 168	1 963	1 014	330	134	22	7	10 332	115	10 893	112	65	1.0
SPOUSE DID NOT WORK	341	50	136	104	27	21	3	-	-	9 244	666	9 750	426	10	2.8
NUMBER OF PERSONS INSURED															
1 PERSON	7 593	987	2 468	2 296	1 117	478	201	37	11	10 577	106	11 284	108	229	3.0
2 PERSONS	2 526	281	672	862	459	187	73	15	5	11 470	102	12 062	177	40	1.6
3 PERSONS	782	109	296	199	133	57	19	6	-	10 478	258	11 278	328	22	2.8
4 PERSONS	308	59	87	88	62	9	5	-	-	10 589	533	10 892	657	12	3.8
5 PERSONS OR MORE	127	26	47	25	19	[illegible]	1	-	-	9 869	1 018	9 319	867	16	8.0

[1] PERSONS OF SPANISH ORIGIN MAY BE OF ANY RACE.

Table 17. Civilian Wage and Salary Workers 15 Years Old and Over With an Employer- or Union-Provided Group Health Plan in 1980, by Type of Employer or Union Contribution, Wage or Salary Income, and Poverty Status in 1980—Continued

(NUMBERS IN THOUSANDS. PERSONS AS OF MARCH 1981. FOR MEANING OF SYMBOLS, SEE TEXT)

SELECTED CHARACTERISTICS	WITH WAGE OR SALARY INCOME													BELOW CURRENT POVERTY LEVEL	
										MEDIAN INCOME (DOLLARS)		MEAN INCOME (DOLLARS)			
	TOTAL	$1 TO $4,999	$5,000 TO $9,999	$10,000 TO $14,999	$15,000 TO $19,999	$20,000 TO $24,999	$25,000 TO $34,999	$35,000 TO $49,999	$50,000 AND OVER	VALUE	STANDARD ERROR	VALUE	STANDARD ERROR	NUMBER	POVERTY RATE
EMPLOYER OR UNION PAID PART OF THE COST OF GROUP HEALTH PLAN															
SEX															
TOTAL	34 981	2 867	6 916	8 442	6 899	4 389	3 594	1 235	589	16 095	98	15 997	84	1 025	3.0
TYPE OF RESIDENCE															
INSIDE METROPOLITAN AREAS	25 189	1 880	4 906	5 932	4 963	3 333	2 735	1 019	437	16 773	144	16 686	107	670	2.8
INSIDE CENTRAL CITIES	10 181	866	2 143	2 758	1 897	1 213	863	252	118	13 767	234	15 182	206	333	3.3
OUTSIDE CENTRAL CITIES	14 984	1 015	2 757	3 173	2 985	2 122	1 872	758	319	19 079	215	17 809	203	704	2.1
OUTSIDE METROPOLITAN AREAS	9 817	983	2 016	2 520	1 896	1 056	849	225	72	12 925	212	14 298	199	356	4.0
REGION															
NORTHEAST	6 876	598	1 336	1 641	1 388	926	746	291	118	16 697	210	18 368	180	168	2.9
NORTH CENTRAL	8 134	713	1 683	2 069	1 533	1 097	878	268	118	14 903	177	16 097	160	219	2.7
SOUTH	12 991	1 099	2 915	3 194	2 641	1 586	1 128	387	178	12 929	161	15 195	127	452	3.7
WEST	6 781	541	1 189	1 558	1 137	780	842	329	180	15 261	213	17 832	170	188	2.8
RACE AND SPANISH ORIGIN[1]															
WHITE	29 978	2 340	5 886	7 138	5 388	4 010	3 319	1 188	488	16 832	104	16 956	83	710	2.9
BLACK	3 719	436	1 004	1 100	619	289	185	29	9	11 579	280	12 972	310	282	7.0
SPANISH ORIGIN	1 696	195	515	384	288	182	118	26	9	11 579	280	12 972	310	118	6.2
RELATIONSHIP TO FAMILY HOUSEHOLDER															
IN FAMILIES	28 546	2 033	5 042	6 056	5 239	3 778	3 198	1 159	479	16 788	112	16 330	96	710	2.5
HOUSEHOLDER	17 466	693	2 022	3 012	3 760	3 292	2 967	1 097	642	18 309	144	19 703	126	485	2.7
SPOUSE OF HOUSEHOLDER	9 724	986	2 189	2 158	930	348	185	47	13	15 471	154	15 103	116	133	2.0
OTHER RELATIVE OF HOUSEHOLDER	3 956	836	1 437	1 085	379	138	46	15	15	6 785	158	9 603	153	92	2.3
IN UNRELATED SUBFAMILIES	110	18	31	22	15	11	2	-	-	10 692	999	11 430	899	12	11.0
UNRELATED INDIVIDUALS	6 300	817	1 237	1 369	1 033	600	380	78	29	12 992	197	14 266	172	702	9.7
AGE															
15 TO 19 YEARS	2 531	1 191	2 090	1 503	513	183	34	7	6	6 679	148	9 279	108	262	6.8
20 TO 24 YEARS	10 685	736	1 944	3 054	2 268	1 419	963	191	68	16 232	147	15 102	114	619	3.9
25 TO 44 YEARS	7 078	334	1 070	1 447	1 327	1 243	1 162	396	159	17 207	209	18 032	197	181	2.6
45 TO 54 YEARS	5 915	286	935	1 300	1 028	923	898	418	181	17 802	264	19 267	234	111	1.9
55 TO 64 YEARS	4 269	267	796	982	778	701	552	256	118	15 895	285	16 579	262	92	2.2
65 YEARS AND OVER	523	107	139	86	87	98	37	7	0	10 771	728	13 023	722	0	1.6
WEEKS WORKED IN 1980															
TOTAL CIVILIAN	34 981	2 867	6 916	8 442	6 899	4 389	3 594	1 235	589	16 095	98	15 997	84	1 025	3.0
WORKED AT FULL-TIME JOBS	32 100	1 966	6 266	8 231	6 776	4 256	3 574	1 229	583	16 468	98	16 365	84	894	2.7
50 TO 52 WEEKS	25 767	893	4 616	6 933	5 775	3 681	3 408	1 172	496	16 310	93	16 292	96	703	2.8
48 TO 49 WEEKS	3 478	173	992	769	382	183	129	35	7	10 858	168	12 476	213	100	4.1
27 TO 39 WEEKS	1 693	338	714	369	160	76	35	11	2	8 069	1 891	9 784	225	114	6.7
26 WEEKS OR LESS	1 170	1 179	945	164	59	17	2	10	1	4 076	1 646	5 348	169	379	32.1
WORKED AT PART-TIME JOBS	1 981	901	650	211	83	35	19	5	5	9 212	1 376	9 413	1 196	130	6.3
OCCUPATION OF LONGEST JOB IN 1980															
TOTAL	34 981	2 867	6 916	8 442	6 899	4 389	3 594	1 235	589	16 095	98	15 997	84	1 025	3.0
PROFESSIONAL, TECHNICAL, & KIND, WORK	6 950	229	632	1 432	1 453	1 093	1 018	429	168	17 820	293	19 988	284	87	2.4
MANAGERS & ADMINISTRATORS, EXC. FARM	6 154	97	362	748	781	660	864	478	217	21 031	382	23 496	328	38	0.8
SALES WORKERS	1 618	143	294	339	247	190	195	111	91	15 510	588	19 173	588	30	1.9
CLERICAL AND KINDRED WORKERS	5 667	690	2 099	2 146	927	381	239	29	-	10 906	103	11 783	110	183	2.7
CRAFT AND KINDRED WORKERS	3 040	238	526	1 127	1 222	1 011	792	123	12	17 306	281	17 662	163	127	2.5
OPERATIVES, EXCEPT TRANSPORT	4 395	543	1 397	1 178	673	390	182	26	6	10 869	161	11 868	158	194	5.4
TRANSPORT EQUIPMENT OPERATIVES	1 239	99	208	366	255	183	119	14	3	14 212	438	15 094	319	52	4.2
LABORERS, EXCEPT FARM	1 324	222	384	356	232	102	44	2	2	10 924	318	11 415	267	98	7.4
SERVICE WORKERS, INCL. PVT. HOUSEHOLD	2 919	581	1 010	722	339	193	95	21	7	9 249	279	10 049	226	202	6.8
FARM WORKERS	122	28	34	28	9	6	6	0	3	9 883	1 291	12 912	1 936	17	13.8
INDUSTRY OF LONGEST JOB IN 1980															
TOTAL	34 981	2 867	6 916	8 442	6 899	4 389	3 594	1 235	589	16 095	98	15 997	84	1 025	3.0
AGRICULTURE, FORESTRY, AND FISHERIES	229	48	58	39	12	10	8	3	2	10 096	1 663	12 873	1 940	23	9.8
MINING	437	18	31	63	95	114	67	37	9	20 585	1 484	21 295	1 719	7	0.4
CONSTRUCTION	1 846	148	279	409	362	209	178	72	15	16 066	1 501	17 033	1 318	82	4.9
MANUFACTURING	9 813	756	1 980	2 396	1 787	1 299	1 058	373	146	16 436	1 182	16 306	1 158	712	3.2
DURABLE GOODS	5 783	390	977	1 439	1 087	825	644	236	103	15 491	1 223	16 020	1 207	388	3.1
NONDURABLE GOODS	4 091	359	884	1 042	700	474	413	137	43	13 291	1 214	14 447	1 243	137	3.2
TRANSPORTATION, COMM., & OTH PUB UTIL	2 515	116	293	512	543	407	429	91	34	18 081	1 340	18 618	1 492	42	1.7
WHOLESALE TRADE	1 482	91	236	348	261	189	227	94	36	16 191	1 463	16 471	1 466	29	2.0
RETAIL TRADE	3 089	586	1 132	865	511	299	284	58	19	10 569	1 196	12 068	1 204	158	5.3
FINANCE, INSURANCE, AND REAL ESTATE	2 376	161	424	469	297	204	209	99	91	12 291	1 200	16 411	1 635	55	2.5
BUSINESS AND REPAIR SERVICES	1 093	118	218	298	174	116	127	37	28	13 587	1 691	17 798	1 684	53	4.9
PERSONAL SERVICES	497	109	211	94	49	18	16	2	7	8 117	1 267	10 400	1 661	26	5.2
ENTERTAINMENT AND RECREATION SERVICES	284	57	76	55	35	16	13	7	2	11 901	1 778	13 560	1 1 622	9	4.5
PROFESSIONAL AND RELATED SERVICES	6 713	817	1 935	1 917	1 218	836	518	187	89	12 691	1 186	14 793	1 188	194	2.9
PUBLIC ADMINISTRATION	3 187	184	285	716	783	697	399	174	23	18 833	1 387	18 772	1 235	41	1.3
WORK EXPERIENCE IN 1980 OF SPOUSE															
MARRIED, SPOUSE PRESENT, TOTAL	25 766	1 938	4 650	5 737	4 695	3 514	3 444	1 406	458	19 230	109	17 823	1 94	1 472	1.9
SPOUSE WORKED	16 239	1 565	3 635	4 605	3 770	2 334	1 974	580	210	19 888	1 31	19 489	1 94	1 248	1.2
SPOUSE DID NOT WORK	9 525	373	823	1 133	1 121	1 180	1 469	826	248	19 041	1 99	16 751	1 147	1 227	3.8
NUMBER OF PERSONS INSURED															
1 PERSON	19 944	1 781	4 134	4 170	2 249	1 178	783	161	82	11 245	83	12 483	99	931	3.8
2 PERSONS	11 182	975	1 720	2 712	2 216	1 207	1 048	515	198	19 959	151	17 623	1 91	1 482	1.6
3 PERSONS	3 050	251	591	1 001	974	987	844	348	132	18 279	301	19 788	1 249	1 145	2.9
4 PERSONS	1 200	107	277	386	434	426	422	139	66	19 898	1 15	20 196	1 267	1 46	4.3
5 PERSONS OR MORE	1 044	93	174	173	206	169	174	72	32	17 792	1 28	19 832	1 89	1 81	9.7

[1]PERSONS OF SPANISH ORIGIN MAY BE OF ANY RACE.

Table 17. Civilian Wage and Salary Workers 15 Years Old and Over With an Employer- or Union-Provided Group Health Plan in 1980, by Type of Employer or Union Contribution, Wage or Salary Income, and Poverty Status in 1980—Continued

(NUMBERS IN THOUSANDS. PERSONS AS OF MARCH 1981. FOR MEANING OF SYMBOLS, SEE TEXT)

SELECTED CHARACTERISTICS	TOTAL	WITH WAGE OR SALARY INCOME											BELOW CURRENT POVERTY LEVEL	
		$1 TO $5,999	$6,000 TO $9,999	$10,000 TO $14,999	$15,000 TO $19,999	$20,000 TO $24,999	$25,000 TO $29,999	$30,000 TO $34,999	$35,000 AND OVER	MEDIAN INCOME ($DOLLARS)	MEAN INCOME ($DOLLARS)			
										VALUE	$7,500 AND UNDER	$7,500 TO $15,000	NUMBER	PERCENT
EMPLOYED TO WHICH PAID PART OF THE COST OF GROUP HEALTH PLAN—CONTINUED														
SEX														
TOTAL	31 390	1 119	2 637	4 433	4 296	3 779	3 369	1 182	689	17 993	131	19 191	114	367	2.7
TYPE OF RESIDENCE														
INSIDE METROPOLITAN AREAS	25 267	767	1 689	3 946	3 987	3 797	3 344	967	559	18 544	227	19 964	203	179	2.3
INSIDE CENTRAL CITIES	9 933	391	857	1 369	1 279	973	783	231	112	16 443	277	17 956	381	173	2.9
OUTSIDE CENTRAL CITIES	9 124	366	831	1 947	1 719	1 825	1 562	736	366	20 175	208	21 239	249	166	1.8
OUTSIDE METROPOLITAN AREAS	6 123	352	948	1 527	1 308	982	825	215	89	15 966	240	17 091	247	223	3.6
REGION														
NORTHEAST	8 277	195	681	847	991	798	788	227	110	18 060	270	19 991	251	88	2.0
NORTH CENTRAL	7 821	293	533	1 079	1 130	973	848	296	118	17 950	264	19 083	232	119	2.2
SOUTH	7 331	433	1 159	1 599	1 025	1 180	1 060	372	194	16 737	175	18 194	192	200	3.0
WEST	8 162	199	589	791	749	829	763	316	99	19 440	287	20 329	291	119	2.7
RACE AND SPANISH ORIGIN[1]														
WHITE	18 988	679	2 117	3 745	3 937	3 486	3 173	1 139	676	18 267	140	19 098	139	518	2.3
BLACK	1 087	203	451	588	344	211	163	49	7	12 733	239	13 686	250	143	7.3
SPANISH ORIGIN	1 259	93	278	356	262	142	113	29	9	13 791	147	14 776	113	82	9.3
RELATIONSHIP TO FAMILY HOUSEHOLDER														
IN FAMILIES	10 931	922	1 995	3 670	3 778	3 232	3 050	1 110	658	18 148	149	19 999	120	279	2.1
HOUSEHOLDER	15 918	944	1 987	2 879	2 911	2 598	2 923	1 090	930	19 695	156	21 019	136	289	2.8
SPOUSE OF HOUSEHOLDER	9 980	39	68	139	122	73	79	21	9	19 991	777	19 229	694	11	1.5
OTHER RELATIVE OF HOUSEHOLDER	2 333	939	778	647	245	109	48	7	11	9 779	248	10 498	119	58	3.5
IN UNRELATED SUBFAMILIES	17	3	3	5	1	0	-	-	-	(B)	(B)	(B)	3	(B)	
UNRELATED INDIVIDUALS	3 942	194	539	757	617	441	287	94	31	10 929	275	16 019	255	109	6.3
AGE														
15 TO 24 YEARS	3 977	383	989	947	619	191	34	9	4	10 732	171	10 533	160	125	4.2
25 TO 34 YEARS	9 819	267	779	1 567	1 727	1 219	982	339	93	16 895	158	17 972	198	221	3.3
35 TO 44 YEARS	6 719	108	363	709	934	1 053	1 027	377	134	20 899	198	22 133	251	113	2.6
45 TO 54 YEARS	3 969	67	193	454	527	749	643	243	154	21 207	249	23 234	282	64	1.6
55 TO 64 YEARS	3 285	111	257	589	548	521	518	250	115	19 923	327	21 229	272	57	1.7
65 YEARS AND OVER	341	57	73	57	40	48	35	7	7	13 717	1 177	15 233	1 011	9	1.4
WEEKS WORKED IN 1980														
TOTAL CIVILIAN	31 390	1 119	2 637	4 433	4 296	3 779	3 369	1 182	689	17 993	131	19 191	119	367	2.7
WORKED AT FULL-TIME JOBS	20 701	930	2 160	4 280	4 253	3 737	3 339	1 178	686	17 906	129	19 029	115	309	2.4
50 TO 52 WEEKS	17 225	113	1 307	3 577	3 879	3 526	3 203	1 122	679	19 573	130	21 091	125	225	1.3
48 TO 49 WEEKS	1 536	66	466	657	292	153	103	39	7	12 783	362	14 036	329	47	4.1
40 TO 47 WEEKS	1 940	179	336	267	122	47	29	11	2	10 206	361	11 940	230	65	6.6
27 TO 39 WEEKS	1 041	516	337	199	69	13	3	5	0	5 994	248	9 412	276	134	19.0
26 WEEKS OR LESS	999	260	177	83	43	21	6	4	0	5 965	250	7 852	479	58	9.7
OCCUPATION OF LONGEST JOB IN 1980														
TOTAL	31 390	1 119	2 637	4 433	4 296	3 779	3 369	1 182	689	17 993	131	19 191	119	367	2.7
PROFESSIONAL, TECHNICAL, & KIND. WORK.	3 847	63	215	546	703	784	918	415	202	21 877	289	23 749	491	92	1.1
MANAGERS & ADMINISTRATORS, EXC. FARM	3 319	43	146	429	534	578	634	452	212	23 989	416	26 178	383	24	0.7
SALES WORKERS	1 119	39	114	229	202	178	187	102	69	19 000	631	23 127	497	34	1.8
CLERICAL AND KINDRED WORKERS	5 161	78	288	727	1 010	1 006	896	295	69	17 902	372	19 713	297	141	2.8
CRAFT AND KINDRED WORKERS	6 782	199	646	1 043	1 177	1 000	784	222	62	17 703	233	18 811	167	134	2.0
OPERATIVES, EXCEPT TRANSPORT	3 838	219	505	743	904	377	181	29	9	13 857	298	14 279	209	108	4.0
TRANSPORT EQUIPMENT OPERATIVES	1 167	77	180	259	215	179	119	19	3	14 940	648	15 589	225	46	3.9
LABORERS, EXCEPT FARM	1 186	189	313	323	178	98	44	3	2	11 289	337	11 626	187	87	7.3
SERVICE WORKERS, INCL. PVT. HOUSEHOLD	1 663	187	430	441	279	177	88	21	6	12 870	384	13 254	291	89	5.3
FARM WORKERS	110	21	21	20	9	6	6	3	3	10 454	1 101	11 761	1 032	14	12.8
INDUSTRY OF LONGEST JOB IN 1980														
TOTAL	31 390	1 119	2 637	4 433	4 296	3 779	3 369	1 182	689	17 993	131	19 101	119	367	2.7
AGRICULTURE, FORESTRY, AND FISHERIES	196	50	49	51	25	12	10	0	2	11 382	727	13 715	1 059	17	8.8
MINING	207	0	20	44	44	27	21	27	9	21 070	936	22 090	701	2	0.9
CONSTRUCTION	1 738	122	295	379	352	231	278	73	13	16 599	351	17 050	329	98	4.6
MANUFACTURING	9 904	329	823	1 439	1 556	1 236	1 022	366	184	17 438	199	19 088	198	194	2.8
DURABLE GOODS	6 361	219	525	967	911	797	684	233	103	17 491	262	18 951	247	134	3.1
NONDURABLE GOODS	3 539	109	298	540	567	437	396	133	63	17 329	298	19 248	332	60	2.9
TRANSPORTATION, COMM., & OTH PUB UTIL	1 935	70	156	329	431	431	408	88	31	19 863	317	20 296	339	34	1.8
WHOLESALE TRADE	1 167	59	117	239	229	176	222	92	30	18 515	691	20 947	547	22	1.9
RETAIL TRADE	4 167	199	672	912	861	671	496	98	57	13 931	379	14 709	499	92	2.2
FINANCE, INSURANCE, AND REAL ESTATE	1 947	91	198	195	163	163	208	87	88	20 387	583	23 670	756	29	2.3
BUSINESS AND REPAIR SERVICES	737	58	103	144	138	101	109	36	29	19 796	971	17 980	625	39	9.4
PERSONAL SERVICES	397	13	73	99	37	13	19	3	3	11 198	693	13 797	1 196	6	1.7
ENTERTAINMENT AND RECREATION SERVICES	226	15	20	32	29	19	17	7	2	13 739	1 729	15 731	1 423	21	9.2
PROFESSIONAL AND RELATED SERVICES	2 853	132	330	573	534	388	436	177	81	17 903	339	19 738	339	66	2.5
PUBLIC ADMINISTRATION	2 189	68	110	353	506	388	388	173	31	20 936	306	21 897	289	32	1.6
WORK EXPERIENCE IN 1980 OF SPOUSE														
MARRIED, SPOUSE PRESENT, TOTAL	17 173	761	1 756	3 272	3 595	3 203	2 966	1 070	691	18 803	147	20 017	130	329	2.8
SPOUSE WORKED	11 057	670	1 620	2 339	2 503	2 029	1 837	552	284	17 985	168	19 105	144	117	1.1
SPOUSE DID NOT WORK	6 116	291	620	1 030	1 092	1 174	1 129	520	230	20 036	223	21 936	295	210	3.4
NUMBER OF PERSONS INSURED														
1 PERSON	6 791	679	1 472	1 933	1 310	804	553	123	66	12 997	194	13 906	187	259	3.8
2 PERSONS	7 968	285	716	1 564	1 777	1 532	1 203	506	194	19 886	201	20 298	188	98	1.1
3 PERSONS	3 977	68	232	468	490	462	433	342	132	20 784	209	22 301	270	90	2.2
4 PERSONS	4 849	48	138	263	382	415	419	178	99	20 995	304	22 369	490	69	2.8
5 PERSONS OR MORE	995	17	87	126	136	165	171	72	32	20 279	513	22 324	678	61	7.8

[1]PERSONS OF SPANISH ORIGIN MAY BE OF ANY RACE.

Table 17. Civilian Wage and Salary Workers 15 Years Old and Over With an Employer- or Union-Provided Group Health Plan in 1980, by Type of Employer or Union Contribution, Wage or Salary Income, and Poverty Status in 1980—Continued

(NUMBERS IN THOUSANDS. PERSONS AS OF MARCH 1981. FOR MEANING OF SYMBOLS, SEE TEXT)

SELECTED CHARACTERISTICS	WITH WAGE OR SALARY INCOME												BELOW CURRENT POVERTY LEVEL	
										MEDIAN INCOME (DOLLARS)		MEAN INCOME (DOLLARS)		
	TOTAL	$1 TO $4,999	$5,000 TO $9,999	$10,000 TO $14,999	$15,000 TO $19,999	$20,000 TO $24,999	$25,000 TO $34,999	$35,000 TO $49,999	$50,000 AND OVER	VALUE	STANDARD ERROR	VALUE	STANDARD ERROR	NUMBER	PERCENT
EMPLOYER OR UNION PAID PART OF THE COST OF GROUP HEALTH PLAN—CONTINUED															
FEMALE															
TOTAL	18 911	1 758	4 380	4 019	1 467	810	219	92	28	10 254	77	10 731	80	957	5.6
TYPE OF RESIDENCE															
INSIDE METROPOLITAN AREAS	9 187	1 137	2 811	3 026	1 265	526	191	93	17	10 794	121	11 286	127	295	3.2
INSIDE CENTRAL CITIES	4 168	919	1 289	1 401	619	239	68	21	4	10 769	173	11 229	201	190	4.6
OUTSIDE CENTRAL CITIES	4 960	623	1 526	1 625	746	287	109	72	13	10 781	169	11 340	189	125	2.5
OUTSIDE METROPOLITAN AREAS	3 989	620	1 569	983	298	76	28	10	2	8 888	222	9 293	187	163	4.1
REGION															
NORTHEAST	2 999	355	853	786	317	136	38	19	2	10 291	167	10 788	174	77	3.1
NORTH CENTRAL	3 915	429	950	970	482	229	30	18	5	10 744	152	10 667	154	101	3.5
SOUTH	4 940	836	1 760	1 434	535	196	73	15	6	9 792	193	10 334	183	225	6.4
WEST	3 939	368	816	807	488	169	78	13	7	10 948	191	11 628	183	79	2.9
RACE AND SPANISH ORIGIN[1]															
WHITE	16 972	1 467	3 869	3 781	1 371	925	196	96	17	10 283	84	10 788	88	384	2.9
BLACK	1 709	231	412	218	79	42	9	2	2	10 077	245	10 466	284	137	8.8
SPANISH ORIGIN	838	102	277	168	69	19	5	1	-	8 591	412	9 418	331	36	5.0
RELATIONSHIP TO FAMILY HOUSEHOLDER															
IN FAMILIES	10 115	1 510	3 593	3 185	1 231	694	168	77	12	9 991	94	10 385	95	330	3.3
HOUSEHOLDER	2 248	249	739	738	328	192	45	7	4	10 716	175	11 213	179	69	3.0
SPOUSE OF HOUSEHOLDER	6 266	981	2 181	2 049	798	275	90	26	4	10 221	109	10 556	121	171	2.7
OTHER RELATIVE OF HOUSEHOLDER	1 602	280	674	398	105	25	6	6	1	7 958	173	8 445	202	34	2.1
IN UNRELATED SUBFAMILIES	93	15	28	27	10	3	-	2	-	10 910	944	11 134	944	9	9.8
UNRELATED INDIVIDUALS	3 404	233	698	787	416	139	79	19	4	11 392	181	12 270	234	118	4.9
AGE															
15 TO 24 YEARS	4 955	668	1 775	1 446	99	22	-	3	2	7 811	139	7 811	138	118	4.8
25 TO 34 YEARS	6 046	487	1 176	1 488	628	288	61	11	7	10 955	119	11 211	129	198	4.0
35 TO 44 YEARS	3 359	228	707	762	383	190	76	19	3	11 277	183	12 184	212	94	3.8
45 TO 54 YEARS	2 906	167	670	647	322	134	67	15	5	11 087	212	11 921	217	47	2.3
55 TO 64 YEARS	1 445	177	529	448	190	80	34	5	2	10 146	249	10 767	226	23	2.7
65 YEARS AND OVER	182	30	95	38	21	9	2	-	1	7 913	598	8 899	642	9	2.9
WEEKS WORKED IN 1980															
TOTAL CIVILIAN	18 911	1 758	4 380	4 019	1 467	810	219	92	28	10 254	77	10 731	80	957	5.6
WORKED AT FULL-TIME JOBS	11 309	1 110	3 007	3 081	1 427	797	213	90	28	10 759	71	11 305	81	257	3.2
50 TO 52 WEEKS	8 932	680	2 428	2 597	1 197	658	203	69	20	11 037	75	11 639	93	142	2.7
48 TO 49 WEEKS	1 136	87	392	332	89	36	5	-	-	8 891	243	9 539	178	42	5.7
27 TO 19 WEEKS	713	195	376	97	27	9	5	-	-	8 556	239	9 033	231	49	6.8
26 WEEKS OR LESS	528	633	208	55	10	-	-	2	-	3 316	129	4 133	162	125	23.6
WORKED AT PART-TIME JOBS	1 302	641	473	129	40	14	6	2	-	5 061	136	5 772	178	101	7.7
OCCUPATION OF LONGEST JOB IN 1980															
TOTAL	18 911	1 758	4 380	4 019	1 467	810	219	92	28	10 254	77	10 731	80	957	5.6
PROFESSIONAL, TECHNICAL, & KIND. WKRS.	2 607	145	416	907	710	309	108	74	8	11 971	230	14 291	280	91	3.6
MANAGERS & ADMINISTRATORS, EXC. FARM	936	58	214	320	167	84	60	29	5	12 668	284	14 274	387	41	4.4
SALES WORKERS	491	118	186	113	49	13	8	4	1	6 666	436	10 013	984	28	5.8
CLERICAL AND KINDRED WORKERS	4 981	612	1 630	1 618	522	152	33	9	-	10 078	104	10 198	97	149	3.0
CRAFT AND KINDRED WORKERS	464	30	78	84	93	11	9	1	-	10 786	535	11 334	945	12	4.7
OPERATIVES, EXCEPT TRANSPORT	1 765	329	892	435	93	13	2	-	-	7 911	142	8 126	139	89	5.0
TRANSPORT EQUIPMENT OPERATIVES	72	26	20	11	7	8	-	-	-	8 558	239	9 033	231	49	6.8
LABORERS, EXCEPT FARM	138	37	90	12	14	3	-	-	-	8 402	606	8 402	587	11	7.9
SERVICE WORKERS, INCL. PVT. HOUSEHOLD	1 340	390	580	281	66	16	3	-	4	7 143	181	7 734	234	113	8.4
FARM WORKERS	12	7	4	1	-	-	-	-	-	[1]	[1]	[1]	[1]	3	[1]
INDUSTRY OF LONGEST JOB IN 1980															
TOTAL	18 911	1 758	4 380	4 019	1 467	810	219	92	28	10 254	77	10 731	80	957	5.6
AGRICULTURE, FORESTRY, AND FISHERIES	33	10	12	8	[1]	-	-	-	-	[1]	[1]	[1]	[1]	5	[1]
MINING	58	2	7	19	9	7	5	-	-	[1]	[1]	[1]	[1]	-	[1]
CONSTRUCTION	108	19	36	30	10	9	1	-	-	10 109	728	10 251	777	2	1.8
MANUFACTURING	2 913	430	1 197	969	309	65	36	7	-	9 406	177	9 753	170	118	4.1
DURABLE GOODS	1 361	178	472	488	178	27	19	3	-	10 253	208	10 611	203	45	3.3
NONDURABLE GOODS	1 553	254	688	482	133	38	17	3	-	8 593	220	9 229	190	73	4.7
TRANSPORTATION, COMM., & OTH PUB UTIL	580	46	137	188	112	44	24	7	-	12 562	474	13 316	432	7	1.3
WHOLESALE TRADE	315	33	119	109	38	13	5	4	-	10 214	463	10 778	505	7	2.3
RETAIL TRADE	1 983	387	660	379	110	28	14	4	2	7 843	190	8 479	239	96	8.1
FINANCE, INSURANCE, AND REAL ESTATE	1 327	121	315	444	138	39	10	12	3	10 202	1 190	10 602	231	31	2.2
BUSINESS AND REPAIR SERVICES	336	52	109	108	36	19	10	3	-	10 259	683	11 052	384	19	5.5
PERSONAL SERVICES	200	67	138	30	21	6	1	-	2	7 129	354	8 076	379	22	9.9
ENTERTAINMENT AND RECREATION SERVICES	80	22	19	24	11	3	-	2	-	9 892	1 669	10 179	1 903	5	5.3
PROFESSIONAL AND RELATED SERVICES	4 060	485	1 190	1 365	676	250	87	10	8	11 004	133	11 477	141	128	3.1
PUBLIC ADMINISTRATION	938	69	176	366	197	111	19	3	3	12 410	238	13 393	293	19	2.0
WORK EXPERIENCE IN 1980 OF SPOUSE															
MARRIED, SPOUSE PRESENT, TOTAL	7 961	1 178	2 701	2 363	900	311	100	28	8	9 843	119	10 250	98	137	1.8
SPOUSE WORKED	7 183	1 096	2 506	2 271	871	305	100	28	8	9 978	119	10 378	101	129	1.8
SPOUSE DID NOT WORK	778	82	195	93	29	6	-	-	2	8 330	337	8 702	342	9	2.1
NUMBER OF PERSONS INSURED															
1 PERSON	7 722	1 102	3 683	2 338	1 029	374	150	38	14	10 125	103	10 710	109	463	3.8
2 PERSONS	7 214	398	1 004	1 148	438	175	47	9	4	10 693	133	11 012	147	93	2.9
3 PERSONS	1 973	163	380	353	134	45	12	6	-	10 151	277	10 475	259	55	5.4
4 PERSONS	910	67	197	123	52	14	7	-	2	9 715	516	10 385	496	47	4.9
5 PERSONS OR MORE	191	30	97	48	14	3	3	-	-	8 113	3501	8 639	3241	19	10.1

[1] PERSONS OF SPANISH ORIGIN MAY BE OF ANY RACE.

Table 17. Civilian Wage and Salary Workers 15 Years Old and Over With an Employer- or Union-Provided Group Health Plan in 1980, by Type of Employer or Union Contribution, Wage or Salary Income, and Poverty Status in 1980—Continued

(NUMBERS IN THOUSANDS. PERSONS AS OF MARCH 1981. FOR MEANING OF SYMBOLS, SEE TEXT)

SELECTED CHARACTERISTICS	WITH WAGE OR SALARY INCOME														BELOW CURRENT POVERTY LEVEL	
										MEDIAN INCOME (DOLLARS)		MEAN INCOME (DOLLARS)				
	TOTAL	$1 TO $4,999	$5,000 TO $9,999	$10,000 TO $14,999	$15,000 TO $19,999	$20,000 TO $24,999	$25,000 TO $34,999	$35,000 TO $49,999	$50,000 AND OVER	VALUE	STANDARD ERROR	VALUE	STANDARD ERROR	NUMBER	PERCENT RATE
EMPLOYED TO WHICH PAID MORE OF THE COST OF FAMILY HEALTH PLAN															
BOTH SEXES															
TOTAL	3 108	317	795	688	669	256	275	88	67	11 758	225	14 034	1191	199	9.3
TYPE OF RESIDENCE															
INSIDE METROPOLITAN AREAS	2 037	280	636	457	382	195	181	74	53	12 239	444	15 183	980	71	3.8
INSIDE CENTRAL CITIES	896	179	295	209	140	79	94	36	11	11 679	580	13 679	894	44	5.1
OUTSIDE CENTRAL CITIES	1 182	101	251	248	192	121	133	43	42	12 769	892	16 271	856	28	3.4
OUTSIDE METROPOLITAN AREAS	1 071	217	339	229	142	61	95	15	14	9 612	623	11 956	697	93	8.7
REGION															
NORTHEAST	930	70	125	132	85	53	68	11	12	12 217	600	14 651	688	24	4.5
NORTH CENTRAL	958	146	140	151	76	47	54	26	19	11 103	943	14 138	720	29	6.0
SOUTH	1 003	232	402	323	211	104	88	29	19	10 709	713	13 088	694	89	8.2
WEST	218	69	129	91	89	52	66	27	18	12 969	964	14 869	799	29	4.6
RACE AND SPANISH ORIGIN[1]															
WHITE	2 993	962	651	599	902	223	239	88	93	11 913	257	14 979	762	122	5.6
BLACK	107	39	122	119	59	27	9	-	-	10 903	987	10 889	658	38	9.8
SPANISH ORIGIN	107	31	92	65	33	18	5	3	1	10 011	987	11 832	1 062	17	8.8
RELATIONSHIP TO FAMILY HOUSEHOLDER															
IN FAMILIES	2 429	451	662	577	277	213	206	78	66	11 393	247	14 239	762	129	5.1
HOUSEHOLDER	1 534	136	259	250	202	140	184	72	99	15 435	394	18 136	971	100	6.5
SPOUSE OF HOUSEHOLDER	966	145	234	149	67	36	13	6	3	7 719	329	9 364	457	19	2.0
OTHER RELATIVE OF HOUSEHOLDER	529	150	196	79	29	9	9	-	2	9 954	756	7 815	665	9	1.6
IN UNRELATED SUBFAMILIES	7	-	1	1	1	-	-	-	-	(X)	(X)	(X)	(X)	-	(X)
UNRELATED INDIVIDUALS	672	65	129	109	88	44	29	11	1	11 967	351	13 047	582	31	6.2
AGE															
15 TO 19 YEARS	263	201	256	146	35	19	6	-	-	7 109	243	7 839	287	31	7.7
20 TO 24 YEARS	889	131	396	237	147	71	94	19	9	12 267	410	13 982	691	65	7.9
25 TO 44 YEARS	1 946	97	129	128	384	65	72	25	22	14 421	941	17 733	636	29	4.9
45 TO 54 YEARS	511	43	122	95	73	44	58	30	27	14 989	1 196	18 826	1 066	18	3.5
55 TO 64 YEARS	364	37	78	67	51	33	44	14	18	12 598	1 090	16 187	1 042	9	2.3
65 YEARS AND OVER	98	28	28	14	14	3	-	3	-	9 887	1 193	8 478	1 139	-	(X)
WEEKS WORKED IN 1980															
TOTAL CIVILIAN	3 108	317	795	688	669	256	275	88	67	11 758	225	14 034	1191	199	9.3
WORKED AT FULL-TIME JOBS	2 760	208	690	648	636	244	269	88	93	12 287	217	15 177	942	130	6.8
50 TO 52 WEEKS	2 081	63	423	559	396	215	306	91	91	14 956	395	17 279	617	93	5.7
48 TO 49 WEEKS	249	14	134	51	48	12	28	9	3	11 050	788	13 767	634	14	6.5
27 TO 39 WEEKS	210	32	76	28	12	10	1	-	-	7 128	499	8 393	648	16	7.5
26 WEEKS OR LESS	240	177	57	19	3	1	2	-	2	3 482	281	6 774	594	27	10.9
WORKED AT PART-TIME JOBS	348	110	115	39	8	8	7	-	2	6 345	348	5 898	578	29	9.6
OCCUPATION OF LONGEST JOB IN 1980															
TOTAL	3 108	317	795	688	669	256	275	88	67	11 758	225	14 034	1191	199	9.3
PROFESSIONAL, TECHNICAL, & KIND, RELS.	693	96	77	88	100	72	49	19	32	16 327	651	19 067	1 067	17	3.5
MANAGERS & ADMINISTRATORS, EXC. FARM	343	20	32	70	71	32	71	29	18	20 823	882	23 319	1 319	7	2.2
SALES WORKERS	238	90	47	44	43	15	23	10	15	12 917	1 992	17 373	1 699	3	1.9
CLERICAL AND KINDRED WORKERS	566	83	203	134	44	25	10	2	-	8 780	971	9 937	604	19	2.0
CRAFT AND KINDRED WORKERS	403	20	69	116	94	57	53	13	1	15 457	760	18 677	1 020	6	2.5
OPERATIVES, EXCEPT TRANSPORT	403	109	132	90	38	18	6	3	-	8 913	553	9 287	659	29	6.6
TRANSPORT EQUIPMENT OPERATIVES	139	15	34	33	22	17	10	5	1	12 034	1 388	14 008	1 121	6	5.0
LABORERS, EXCEPT FARM	162	32	44	40	13	7	4	-	-	9 294	1 074	9 683	729	19	11.9
SERVICE WORKERS, INCL. PVT. HOUSEHOLD	363	117	139	60	39	11	3	-	-	6 736	329	7 982	935	40	11.0
FARM WORKERS	20	7	7	4	2	1	-	-	-	(B)	(B)	(B)	(B)	1	(B)
INDUSTRY OF LONGEST JOB IN 1980															
TOTAL	3 108	317	795	688	669	256	275	88	67	11 758	225	14 034	1191	199	9.3
AGRICULTURE, FORESTRY, AND FISHERIES	40	10	13	9	3	1	-	-	-	(B)	(B)	(B)	(B)	15	(B)
MINING	33	1	5	9	6	3	5	-	1	(B)	(B)	(B)	(B)	-	(B)
CONSTRUCTION	279	23	67	58	53	26	49	7	3	15 899	918	16 395	769	12	4.3
MANUFACTURING	909	117	195	177	94	37	39	10	9	10 948	372	11 677	699	52	7.8
DURABLE GOODS	598	59	89	98	62	23	19	5	3	11 328	582	12 991	695	30	8.6
NONDURABLE GOODS	319	47	106	81	32	15	10	2	2	9 259	728	10 296	980	22	6.9
TRANSPORTATION, COMM., & OTH PUB UTIL	166	19	33	40	24	21	24	5	3	16 051	1 671	17 713	1 362	9	5.4
WHOLESALE TRADE	102	13	18	9	20	10	18	8	7	16 785	2 198	21 321	2 948	3	3.0
RETAIL TRADE	527	148	165	95	69	18	21	10	3	7 993	501	10 233	550	17	3.2
FINANCE, INSURANCE, AND REAL ESTATE	187	13	44	33	19	8	13	10	10	12 193	1 259	20 334	3 317	4	1.9
BUSINESS AND REPAIR SERVICES	119	28	24	29	12	10	8	3	5	13 990	1 537	19 336	3 382	4	3.3
PERSONAL SERVICES	78	13	38	15	10	2	-	-	-	9 998	878	8 983	739	3	4.0
ENTERTAINMENT AND RECREATION SERVICES	38	7	4	5	12	2	4	3	1	(B)	(B)	(B)	(B)	3	(B)
PROFESSIONAL AND RELATED SERVICES	848	123	178	129	87	37	31	13	29	10 940	535	14 135	813	91	6.2
PUBLIC ADMINISTRATION	233	19	34	57	44	43	28	8	1	16 176	1 078	17 136	1 063	6	1.7
WORK EXPERIENCE IN 1980 OF SPOUSE															
MARRIED, SPOUSE PRESENT, TOTAL	2 219	344	528	443	327	207	187	72	66	11 995	279	15 109	619	79	3.9
SPOUSE WORKED	1 532	266	341	340	238	131	117	68	31	11 191	318	13 691	1 038	42	2.9
SPOUSE DID NOT WORK	687	78	87	119	90	76	70	30	35	15 982	737	19 113	1 029	37	5.3
NUMBER OF PERSONS INSURED															
1 PERSON	1 444	329	491	322	176	57	54	19	6	8 796	355	10 342	333	71	4.9
2 PERSONS	935	102	181	221	171	107	91	37	24	13 900	606	16 232	687	25	2.7
3 PERSONS	445	52	69	94	67	50	50	26	20	15 630	1 129	18 672	1 009	19	4.4
4 PERSONS	185	24	30	35	25	23	25	8	15	15 695	2 096	20 780	2 158	5	13.9
5 PERSONS OR MORE	100	10	24	15	26	9	5	2	3	12 369	3 373	19 939	1 932	19	15.9

[1] PERSONS OF SPANISH ORIGIN MAY BE OF ANY RACE.

Table 17. Civilian Wage and Salary Workers 15 Years Old and Over With an Employer- or Union-Provided Group Health Plan in 1980, by Type of Employer or Union Contribution, Wage or Salary Income, and Poverty Status in 1980—Continued

(NUMBERS IN THOUSANDS. PERSONS AS OF MARCH 1981. FOR MEANING OF SYMBOLS, SEE TEXT)

SELECTED CHARACTERISTICS	TOTAL	WITH WAGE OR SALARY INCOME											BELOW CURRENT POVERTY LEVEL	
		$1 TO $5,000	$5,000 TO $10,000	$10,000 TO $15,000	$15,000 TO $20,000	$20,000 TO $25,000	$25,000 TO $30,000	$30,000 TO $40,000	$40,000 AND OVER	MEDIAN INCOME (DOLLARS) VALUE	MEDIAN INCOME (DOLLARS) STANDARD ERROR	MEAN INCOME (DOLLARS) VALUE	MEAN INCOME (DOLLARS) STANDARD ERROR	NUMBER	POVERTY RATE
EMPLOYER OR UNION PAID MORE OF THE COST OF FAMILY HEALTH PLAN—CONTINUED															
SEX															
TOTAL	1 843	185	300	490	394	329	225	95	67	15 351	383	17 856	474	87	4.7
TYPE OF RESIDENCE															
INSIDE METROPOLITAN AREAS	1 220	112	170	245	237	163	170	78	53	16 559	470	19 172	549	36	2.8
INSIDE CENTRAL CITIES	519	98	85	123	119	67	62	26	11	15 091	1 020	16 869	1 157	19	3.7
OUTSIDE CENTRAL CITIES	701	62	85	122	122	96	107	53	42	17 070	1 206	20 477	1 186	15	2.1
OUTSIDE METROPOLITAN AREAS	623	73	127	186	119	57	54	16	13	12 844	904	15 278	1 032	53	8.9
REGION															
NORTHEAST	338	38	63	79	72	45	46	9	13	15 895	692	17 966	930	15	4.6
NORTH CENTRAL	387	56	53	81	58	63	32	26	19	15 266	1 096	18 399	1 093	17	4.6
SOUTH	776	73	151	180	151	86	83	23	19	14 109	694	16 607	712	40	5.2
WEST	347	27	40	52	74	44	40	29	17	17 127	887	19 536	1 050	15	4.3
RACE AND SPANISH ORIGIN[1]															
WHITE	1 609	158	253	336	367	289	217	84	63	15 784	419	18 516	527	69	4.0
BLACK	198	16	47	85	25	25	7	-	-	12 173	847	12 886	634	19	8.6
SPANISH ORIGIN	126	19	29	34	30	17	8	1	1	11 796	1 193	13 233	1 436	11	9.1
RELATIONSHIP TO FAMILY HOUSEHOLDER															
IN FAMILIES	1 589	156	253	349	361	287	196	77	66	15 995	413	18 278	531	66	4.2
HOUSEHOLDER	1 278	79	148	279	279	178	182	72	59	16 951	419	19 344	533	57	4.4
SPOUSE OF HOUSEHOLDER	53	4	4	13	9	5	6	5	5	(B)	(B)	(B)	(B)	1	(B)
OTHER RELATIVE OF HOUSEHOLDER	254	73	79	56	33	5	8	-	-	7 295	683	9 043	714	9	3.5
IN UNRELATED SUBFAMILIES	6	-	2	-	1	-	-	-	-	(B)	(B)	(B)	(B)	-	(B)
UNRELATED INDIVIDUALS	254	28	52	91	52	33	29	7	1	14 155	1 560	15 452	896	20	7.9
AGE															
15 TO 24 YEARS	356	91	120	96	25	10	6	-	-	8 969	562	9 660	438	27	7.7
25 TO 34 YEARS	554	45	74	154	148	59	52	19	8	15 111	513	16 087	591	36	6.6
35 TO 44 YEARS	356	7	31	68	79	58	48	25	21	16 697	754	22 712	1 175	9	2.6
45 TO 54 YEARS	318	9	27	44	57	57	57	30	27	20 647	950	24 713	1 096	12	3.7
55 TO 64 YEARS	206	10	28	34	36	26	41	14	18	18 013	1 421	21 889	1 535	2	1.0
65 YEARS AND OVER	53	17	18	5	6	3	-	2	-	(B)	(B)	(B)	(B)	-	(B)
WEEKS WORKED IN 1980															
TOTAL CIVILIAN	1 843	185	300	490	394	329	225	95	67	15 351	383	17 856	474	87	4.7
WORKED AT FULL-TIME JOBS	1 727	131	275	480	368	316	219	94	65	15 829	371	18 460	486	81	4.7
50 TO 52 WEEKS	1 307	77	193	313	295	182	145	78	66	17 378	430	20 712	574	36	2.8
48 TO 49 WEEKS	179	5	48	57	43	23	20	6	1	15 736	1 894	16 357	1 192	7	4.1
27 TO 39 WEEKS	110	15	17	25	8	10	5	-	-	8 578	1 070	9 949	1 156	12	10.9
26 WEEKS OR LESS	130	34	16	16	3	1	3	-	2	4 488	537	6 262	1 007	27	20.9
WORKED AT PART-TIME JOBS	116	53	26	10	6	6	7	-	2	5 372	771	8 570	1 641	6	5.2
OCCUPATION OF LONGEST JOB IN 1980															
TOTAL	1 843	185	300	490	394	329	225	94	67	15 351	383	17 856	474	87	4.7
PROFESSIONAL, TECHNICAL, & KIND. WORK.	260	22	25	59	47	51	45	17	32	20 812	847	24 875	1 718	9	3.2
MANAGERS & ADMINISTRATORS, EXC. FARM	242	7	13	27	40	27	78	26	18	21 985	2 885	25 639	1 586	5	2.0
SALES WORKERS	164	19	17	36	28	11	29	19	19	17 102	1 638	22 589	2 097	-	0.2
CLERICAL AND KINDRED WORKERS	97	9	12	19	23	20	10	2	-	16 635	999	16 833	1 189	-	0.2
CRAFT AND KINDRED WORKERS	433	23	62	111	95	57	51	13	1	15 032	691	15 925	587	14	3.2
OPERATIVES, EXCEPT TRANSPORT	218	48	49	61	36	16	6	3	-	11 154	796	11 800	714	20	9.3
TRANSPORT EQUIPMENT OPERATIVES	119	13	22	33	22	17	10	1	1	13 179	1 096	14 773	1 138	6	4.9
LABORERS, EXCEPT FARM	114	30	23	38	13	7	0	-	-	10 944	857	10 810	815	10	12.0
SERVICE WORKERS, INCL. PVT. HOUSEHOLD	194	38	50	36	27	11	2	-	-	9 847	1 269	10 787	744	10	9.0
FARM WORKERS	19	6	3	4	3	1	-	-	-	(B)	(B)	(B)	(B)	0	(B)
INDUSTRY OF LONGEST JOB IN 1980															
TOTAL	1 843	185	300	488	394	328	225	94	67	15 351	382	17 856	474	87	4.7
AGRICULTURE, FORESTRY, AND FISHERIES	36	8	10	9	3	1	-	-	-	(B)	(B)	(B)	(B)	13	(B)
MINING	29	2	7	3	3	3	7	-	-	(B)	(B)	(B)	(B)	-	(B)
CONSTRUCTION	244	19	47	93	53	25	4	2	1	13 992	1 195	15 390	897	22	9.2
MANUFACTURING	788	48	75	199	85	76	39	18	2	15 904	825	16 896	781	18	4.7
DURABLE GOODS	436	28	38	99	59	44	22	10	2	15 192	1 192	16 575	1 078	28	7.1
NONDURABLE GOODS	352	20	36	99	26	32	16	8	2	15 775	1 194	15 390	897	22	9.2
TRANSPORTATION, COMM., & OTH PUB UTIL	152	20	25	43	31	15	10	2	2	12 436	966	13 567	978	5	3.0
WHOLESALE TRADE	133	10	11	30	22	20	13	5	3	18 646	1 772	19 963	1 546	5	4.0
RETAIL TRADE	89	9	11	6	10	9	10	8	7	20 287	3 042	23 723	2 921	3	2.0
FINANCE, INSURANCE, AND REAL ESTATE	202	42	37	40	32	11	16	10	3	11 759	1 045	13 510	1 092	3	1.5
BUSINESS AND REPAIR SERVICES	87	3	3	17	19	6	12	13	10	23 538	4 899	32 600	4 092	1	1.1
PERSONAL SERVICES	84	11	17	24	12	6	12	6	-	13 723	1 383	15 629	1 615	4	4.3
ENTERTAINMENT AND RECREATION SERVICES	38	4	10	8	3	2	-	-	-	(B)	(B)	(B)	(B)	3	(B)
PROFESSIONAL AND RELATED SERVICES	37	4	3	5	3	2	2	-	-	(B)	(B)	(B)	(B)	2	(B)
PUBLIC ADMINISTRATION	104	8	16	32	24	17	16	8	1	16 796	1 213	19 192	1 076	4	4
WORK EXPERIENCE IN 1980 OF SPOUSE															
MARRIED, SPOUSE PRESENT, TOTAL	1 043	128	212	319	275	186	179	77	66	15 996	441	18 928	569	39	3.9
SPOUSE WORKED	984	72	143	212	179	110	109	47	31	15 991	582	18 693	648	27	2.7
SPOUSE DID NOT WORK	536	55	69	107	96	76	70	30	35	16 520	679	20 321	1 076	32	6.0
NUMBER OF PERSONS INSURED															
1 PERSON	859	121	173	158	100	36	38	10	6	10 847	675	12 554	542	31	4.7
2 PERSONS	636	36	78	129	148	93	88	37	24	17 035	533	19 006	794	10	1.8
3 PERSONS	337	19	28	69	61	58	57	25	20	19 927	984	24 193	1 198	17	5.4
4 PERSONS	141	5	17	30	28	23	24	8	15	19 078	2 178	24 578	3 593	19	11.6
5 PERSONS OR MORE	70	5	10	10	24	9	9	2	2	(B)	(B)	(B)	(B)	11	(B)

[1]PERSONS OF SPANISH ORIGIN MAY BE OF ANY RACE.

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Table 17. Civilian Wage and Salary Workers 15 Years Old and Over With an Employer- or Union-Provided Group Health Plan in 1980, by Type of Employer or Union Contribution, Wage or Salary Income, and Poverty Status in 1980—Continued

(NUMBERS IN THOUSANDS. PERSONS AS OF MARCH 1981. FOR MEANING OF SYMBOLS, SEE TEXT)

SELECTED CHARACTERISTICS	TOTAL	WITH WAGE OR SALARY INCOME											BELOW CURRENT POVERTY LEVEL	
		$1 TO $4,999	$5,000 TO $9,999	$10,000 TO $14,999	$15,000 TO $19,999	$20,000 TO $24,999	$25,000 TO $34,999	$35,000 TO $49,999	$50,000 AND OVER	MEDIAN INCOME (DOLLARS) VALUE	MEDIAN INCOME (DOLLARS) STANDARD ERROR	MEAN INCOME (DOLLARS) VALUE	MEAN INCOME (DOLLARS) STANDARD ERROR	NUMBER	POVERTY RATE
EMPLOYER OR UNION PAID MORE OF THE COST OF GROUP HEALTH PLAN—CONTINUED															
FEMALE															
TOTAL	1 266	332	487	286	119	36	18	9	-	7 514	251	8 476	229	79	6.2
TYPE OF RESIDENCE															
INSIDE METROPOLITAN AREAS	817	188	295	213	89	32	18	9	-	8 333	329	9 239	438	37	4.6
INSIDE CENTRAL CITIES	339	89	120	84	30	8	5	-	-	7 595	706	8 763	727	25	7.4
OUTSIDE CENTRAL CITIES	481	99	166	127	60	24	5	-	-	8 996	693	9 536	538	12	2.7
OUTSIDE METROPOLITAN AREAS	448	144	202	73	25	4	-	-	-	6 713	392	7 102	642	41	9.1
REGION															
NORTHEAST	305	83	91	67	17	9	2	2	-	8 015	816	8 969	612	9	4.7
NORTH CENTRAL	371	98	97	78	19	6	-	-	-	7 039	482	7 799	625	12	4.6
SOUTH	428	109	251	134	60	18	5	1	-	7 966	316	8 476	383	48	7.7
WEST	171	41	48	39	19	3	2	1	-	7 596	638	9 016	701	9	3.2
RACE AND SPANISH ORIGIN[1]															
WHITE	1 044	289	398	221	95	34	7	9	-	7 669	279	8 489	237	56	5.9
BLACK	197	43	76	60	19	2	2	-	-	7 914	650	8 972	935	21	10.9
SPANISH ORIGIN	61	12	33	12	3	1	-	1	-	(B)	(B)	(B)	(B)	5	(B)
RELATIONSHIP TO FAMILY HOUSEHOLDER															
IN FAMILIES	1 044	295	449	229	75	28	10	1	-	7 198	253	8 096	253	68	6.5
HOUSEHOLDER	256	63	82	72	31	6	2	-	-	7 907	593	8 990	607	17	6.9
SPOUSE OF HOUSEHOLDER	613	166	256	136	38	21	7	1	-	7 369	319	8 310	370	15	2.5
OTHER RELATIVE OF HOUSEHOLDER	176	72	79	20	6	-	-	-	-	5 844	532	6 644	658	9	5.2
IN UNRELATED SUBFAMILIES	5	-	2	1	-	-	-	-	-	(B)	(B)	(B)	(B)	-	(B)
UNRELATED INDIVIDUALS	218	37	77	56	39	11	6	3	-	9 733	862	10 299	684	11	4.9
AGE															
15 TO 24 YEARS	307	110	134	50	10	1	-	-	-	6 327	269	6 956	310	24	7.7
25 TO 34 YEARS	338	79	118	83	39	12	5	-	-	8 256	527	9 136	475	24	6.8
35 TO 44 YEARS	240	30	94	60	25	9	4	2	-	8 063	558	8 978	596	17	7.1
45 TO 54 YEARS	192	33	63	51	18	7	-	-	-	7 987	613	9 103	680	6	3.1
55 TO 64 YEARS	150	41	50	33	13	5	3	-	-	6 103	806	9 244	735	2	1.7
65 YEARS AND OVER	40	32	6	9	1	-	-	1	-	(B)	(B)	(B)	(B)	-	(B)
WEEKS WORKED IN 1980															
TOTAL CIVILIAN	1 266	332	487	286	119	36	18	9	-	7 514	251	8 476	229	79	6.2
WORKED AT FULL-TIME JOBS	1 013	179	464	278	108	33	19	9	-	8 625	363	9 491	259	50	4.9
50 TO 52 WEEKS	693	89	279	246	99	32	19	9	-	10 586	299	11 110	301	20	2.8
48 TO 49 WEEKS	98	9	56	19	5	-	-	1	-	7 766	687	8 678	742	17	9.1
27 TO 39 WEEKS	90	27	48	10	4	-	-	-	-	5 961	496	6 500	671	4	3.7
26 WEEKS OR LESS	130	103	37	3	-	-	-	-	-	2 867	294	3 282	307	22	10.9
WORKED AT PART-TIME JOBS	252	157	91	8	2	4	-	-	-	6 096	301	6 598	318	28	11.3
OCCUPATION OF LONGEST JOB IN 1980															
TOTAL	1 266	332	487	286	119	36	18	9	-	7 514	251	8 476	229	79	6.2
PROFESSIONAL, TECHNICAL, & KIND, PERS.	329	33	92	99	53	14	8	1	-	11 604	729	11 957	644	8	2.8
MANAGERS & ADMINISTRATORS, EXC. FARM	81	13	17	32	11	5	2	1	-	11 212	781	11 811	1 024	2	2.8
SALES WORKERS	94	36	30	8	13	6	1	-	-	8 293	673	8 233	1 024	3	3.8
CLERICAL AND KINDRED WORKERS	411	70	192	116	19	9	3	1	-	7 857	391	8 352	329	13	2.0
CRAFT AND KINDRED WORKERS	10	0	6	0	-	3	-	-	-	(B)	(B)	(B)	(B)	2	(B)
OPERATIVES, EXCEPT TRANSPORT	199	69	83	38	3	3	-	-	-	6 488	458	6 960	383	19	9.8
TRANSPORT EQUIPMENT OPERATIVES	9	2	3	-	-	-	-	-	-	(B)	(B)	(B)	(B)	1	(B)
LABORERS, EXCEPT FARM	27	12	11	2	2	-	-	-	-	(B)	(B)	(B)	(B)	2	(B)
SERVICE WORKERS, INCL. PVT. HOUSEHOLD	289	89	96	21	6	-	-	-	-	5 039	466	5 978	349	30	10.3
FARM WORKERS	2	-	1	-	-	-	-	-	-	(B)	(B)	(B)	(B)	-	(B)
INDUSTRY OF LONGEST JOB IN 1980															
TOTAL	1 266	332	487	286	119	36	18	9	-	7 514	251	8 476	229	79	6.2
AGRICULTURE, FORESTRY, AND FISHERIES	5	2	1	1	-	-	-	-	-	(B)	(B)	(B)	(B)	-	(B)
MINING	0	-	-	-	-	-	-	-	-	(B)	(B)	(B)	(B)	-	(B)
CONSTRUCTION	9	4	-	3	2	-	-	-	-	(B)	(B)	(B)	(B)	-	(B)
MANUFACTURING	381	77	128	98	45	12	5	1	-	7 237	378	7 998	398	25	6.7
DURABLE GOODS	219	38	79	56	9	4	3	1	-	8 181	263	7 877	539	8	3.6
NONDURABLE GOODS	167	47	51	42	36	8	2	-	-	6 990	986	7 191	637	17	10.1
TRANSPORTATION, COMM., & OTH PUB UTIL.	31	4	12	10	3	1	-	-	-	(B)	(B)	(B)	(B)	3	(B)
WHOLESALE TRADE	18	4	3	4	3	1	2	-	-	(B)	(B)	(B)	(B)	1	(B)
RETAIL TRADE	268	105	108	37	17	5	3	-	-	5 996	389	6 992	671	39	14.6
FINANCE, INSURANCE, AND REAL ESTATE	100	9	44	30	5	3	3	1	-	8 983	1 259	9 889	1 033	2	1.8
BUSINESS AND REPAIR SERVICES	38	9	8	10	-	2	2	-	-	(B)	(B)	(B)	(B)	2	(B)
PERSONAL SERVICES	61	9	23	7	2	2	-	-	-	(B)	(B)	(B)	(B)	3	(B)
ENTERTAINMENT AND RECREATION SERVICES	10	3	4	-	3	-	-	-	-	(B)	(B)	(B)	(B)	1	(B)
PROFESSIONAL AND RELATED SERVICES	406	99	142	98	45	18	3	-	-	8 057	433	9 011	499	31	7.7
PUBLIC ADMINISTRATION	70	5	18	24	13	5	2	1	-	(B)	(B)	(B)	(B)	1	(B)
WORK EXPERIENCE IN 1980 OF SPOUSE															
MARRIED, SPOUSE PRESENT, TOTAL	776	216	313	163	51	21	8	3	-	7 085	277	8 048	290	22	2.9
SPOUSE WORKED	720	193	298	156	51	21	8	3	-	7 166	207	8 229	293	18	2.5
SPOUSE DID NOT WORK	48	23	17	7	-	-	-	-	-	(B)	(B)	(B)	(B)	5	(B)
NUMBER OF PERSONS INSURED															
1 PERSON	706	203	316	163	75	28	9	4	-	7 519	305	8 486	298	48	5.0
2 PERSONS	398	68	103	97	33	14	4	-	-	8 392	766	9 010	663	19	3.3
3 PERSONS	108	33	41	25	6	1	2	-	-	7 077	692	7 894	736	11	10.4
4 PERSONS	43	19	13	5	4	1	1	-	-	(B)	(B)	(B)	(B)	4	(B)
5 PERSONS OR MORE	30	10	15	5	-	-	-	-	-	(B)	(B)	(B)	(B)	0	(B)

[1]PERSONS OF SPANISH ORIGIN MAY BE OF ANY RACE.

Table 20. Persons With Health Care Coverage in 1980, by Source of Coverage, Household Money Income and Poverty Status in 1980, and Age

(NUMBERS IN THOUSANDS. PERSONS AS OF MARCH 1981. FOR MEANING OF SYMBOLS, SEE TEXT)

SELECTED CHARACTERISTICS	TOTAL	HOUSEHOLD MONEY INCOME												BELOW CURRENT POVERTY LEVEL	
		UNDER $5,000	$5,000 TO $9,999	$10,000 TO $14,999	$15,000 TO $19,999	$20,000 TO $24,999	$25,000 TO $34,999	$35,000 TO $49,999	$50,000 AND OVER	MEDIAN INCOME (DOLLARS): VALUE	MEDIAN INCOME (DOLLARS): STANDARD ERROR	MEAN INCOME (DOLLARS): VALUE	MEAN INCOME (DOLLARS): STANDARD ERROR	NUMBER	POVERTY RATE
TOTAL PERSONS															
MEDICARE, TOTAL	26 200	5 207	7 728	5 038	2 824	1 829	1 958	1 000	624	(X)	(X)	(X)	(X)	4 300	16.4
MEDICARE ONLY	20 287	3 430	6 375	4 217	2 219	1 356	1 405	737	473	(X)	(X)	(X)	(X)	2 593	12.8
MEDICARE AND OTHER HEALTH CARE PLANS, EXCLUDING MEDICAID	2 951	77	388	448	419	343	430	206	135	(X)	(X)	(X)	(X)	77	3.1
MEDICAID, TOTAL	18 966	6 616	5 944	2 767	1 401	916	844	363	109	(X)	(X)	(X)	(X)	11 113	58.6
MEDICAID ONLY	12 239	4 447	4 245	1 844	949	648	548	139	34	(X)	(X)	(X)	(X)	8 479	70.9
MEDICAID AND MEDICARE ONLY	3 541	1 708	965	377	184	131	110	57	16	(X)	(X)	(X)	(X)	1 928	46.0
MEDICAID AND EMPLOYER OR UNION PROVIDED GROUP HEALTH PLAN ONLY	2 973	168	620	586	463	291	369	137	99	(X)	(X)	(X)	(X)	629	23.6
MEDICAID & OTHER HEALTH CARE PLANS	514	89	114	140	103	29	25	10	9	(X)	(X)	(X)	(X)	101	19.2
EMPLOYER OR UNION PROVIDED GROUP HEALTH PLAN, TOTAL	137 307	1 440	6 716	14 206	20 082	22 684	35 201	26 229	12 691	(X)	(X)	(X)	(X)	4 629	3.4
EMPLOYER OR UNION HELPED PAY FOR PLAN, TOTAL	130 134	1 293	6 085	13 137	18 839	21 713	33 701	25 315	12 056	(X)	(X)	(X)	(X)	4 107	3.2
PAID FOR ALL OF PLAN	58 187	551	2 300	5 160	7 996	9 949	15 598	10 912	5 693	(X)	(X)	(X)	(X)	1 551	2.7
PAID FOR PART OF PLAN	72 027	743	3 785	7 977	10 839	11 764	18 103	12 402	6 363	(X)	(X)	(X)	(X)	2 556	3.5
EMPLOYER OR UNION DID NOT HELP PAY FOR PLAN	7 173	147	631	1 069	1 244	972	1 500	913	635	(X)	(X)	(X)	(X)	518	7.2
CHAMPUS, VA, OR MILITARY HEALTH CARE	8 456	381	1 184	1 428	1 136	1 112	1 489	1 184	944	(X)	(X)	(X)	(X)	779	9.2
PERSONS UNDER 6 YEARS OLD															
MEDICARE, TOTAL	-	-	-	-	-	-	-	-	-	(X)	(X)	(X)	(X)	-	(B)
MEDICARE ONLY	-	-	-	-	-	-	-	-	-	(X)	(X)	(X)	(X)	-	(B)
MEDICARE AND OTHER HEALTH CARE PLANS, EXCLUDING MEDICAID	-	-	-	-	-	-	-	-	-	(X)	(X)	(X)	(X)	-	(B)
MEDICAID, TOTAL	2 774	1 138	819	424	168	98	102	22	5	(X)	(X)	(X)	(X)	1 963	70.9
MEDICAID ONLY	2 272	1 082	685	294	89	54	55	12	2	(X)	(X)	(X)	(X)	1 804	79.4
MEDICAID AND MEDICARE ONLY	-	-	-	-	-	-	-	-	-	(X)	(X)	(X)	(X)	-	(B)
MEDICAID AND EMPLOYER OR UNION PROVIDED GROUP HEALTH PLAN ONLY	442	38	122	115	69	41	46	8	-	(X)	(X)	(X)	(X)	128	29.1
MEDICAID & OTHER HEALTH CARE PLANS	59	18	12	15	10	1	-	2	-	(X)	(X)	(X)	(X)	33	(B)
EMPLOYER OR UNION PROVIDED GROUP HEALTH PLAN, TOTAL	12 764	209	770	1 671	2 301	2 974	3 234	1 244	529	(X)	(X)	(X)	(X)	709	5.5
EMPLOYER OR UNION HELPED PAY FOR PLAN, TOTAL	12 014	181	657	1 523	2 150	2 769	3 115	1 218	501	(X)	(X)	(X)	(X)	590	4.9
PAID FOR ALL OF PLAN	5 023	69	209	585	944	1 097	1 367	533	239	(X)	(X)	(X)	(X)	195	3.9
PAID FOR PART OF PLAN	6 991	112	448	938	1 206	1 672	1 728	685	262	(X)	(X)	(X)	(X)	395	5.6
EMPLOYER OR UNION DID NOT HELP PAY FOR PLAN	750	28	113	148	151	205	119	26	28	(X)	(X)	(X)	(X)	119	15.2
CHAMPUS, VA, OR MILITARY HEALTH CARE	691	37	163	167	85	92	90	37	10	(X)	(X)	(X)	(X)	151	23.3
PERSONS 6 TO 17 YEARS OLD															
MEDICARE, TOTAL	37	8	18	6	-	3	2	1	-	(X)	(X)	(X)	(X)	23	(B)
MEDICARE ONLY	17	3	9	2	-	1	2	-	-	(X)	(X)	(X)	(X)	11	(B)
MEDICARE AND OTHER HEALTH CARE PLANS, EXCLUDING MEDICAID	2	-	1	1	-	-	-	-	-	(X)	(X)	(X)	(X)	1	(B)
MEDICAID, TOTAL	5 112	1 475	1 916	804	364	233	210	86	23	(X)	(X)	(X)	(X)	3 457	67.6
MEDICAID ONLY	4 234	1 426	1 715	609	199	147	96	32	10	(X)	(X)	(X)	(X)	3 219	75.9
MEDICAID AND MEDICARE ONLY	17	5	7	3	-	2	-	-	-	(X)	(X)	(X)	(X)	12	(B)
MEDICAID AND EMPLOYER OR UNION PROVIDED GROUP HEALTH PLAN ONLY	765	36	182	159	147	80	115	53	13	(X)	(X)	(X)	(X)	187	24.5
MEDICAID & OTHER HEALTH CARE PLANS	95	9	32	33	17	3	1	-	-	(X)	(X)	(X)	(X)	44	45.8
EMPLOYER OR UNION PROVIDED GROUP HEALTH PLAN, TOTAL	27 915	255	1 170	2 526	3 866	4 888	7 943	5 153	2 943	(X)	(X)	(X)	(X)	1 206	4.3
EMPLOYER OR UNION HELPED PAY FOR PLAN, TOTAL	26 412	219	1 067	2 319	3 597	4 635	7 523	4 956	2 685	(X)	(X)	(X)	(X)	1 062	4.0
PAID FOR ALL OF PLAN	11 398	90	354	832	1 457	1 953	3 270	2 297	1 103	(X)	(X)	(X)	(X)	388	3.4
PAID FOR PART OF PLAN	15 014	129	713	1 487	2 140	2 671	3 953	2 659	1 582	(X)	(X)	(X)	(X)	674	4.6
EMPLOYER OR UNION DID NOT HELP PAY FOR PLAN	1 503	36	103	209	269	183	370	197	127	(X)	(X)	(X)	(X)	143	9.8
CHAMPUS, VA, OR MILITARY HEALTH CARE	1 418	44	105	208	149	237	320	231	83	(X)	(X)	(X)	(X)	134	9.4
PERSONS 18 TO 44 YEARS OLD															
MEDICARE, TOTAL	2 632	499	690	511	324	223	249	103	31	(X)	(X)	(X)	(X)	606	23.0
MEDICARE ONLY	1 952	246	429	395	197	98	148	65	19	(X)	(X)	(X)	(X)	284	14.5
MEDICARE AND OTHER HEALTH CARE PLANS, EXCLUDING MEDICAID	486	19	51	80	86	94	91	29	16	(X)	(X)	(X)	(X)	35	7.4
MEDICAID, TOTAL	8 950	2 563	2 443	1 305	702	477	417	183	59	(X)	(X)	(X)	(X)	4 360	54.2
MEDICAID ONLY	5 732	2 189	1 895	781	381	265	194	94	32	(X)	(X)	(X)	(X)	3 457	63.8
MEDICAID AND MEDICARE ONLY	614	239	210	74	40	31	10	7	-	(X)	(X)	(X)	(X)	297	48.6
MEDICAID AND EMPLOYER OR UNION PROVIDED GROUP HEALTH PLAN ONLY	1 966	87	336	313	247	149	203	76	36	(X)	(X)	(X)	(X)	314	21.9
MEDICAID & OTHER HEALTH CARE PLANS	239	48	52	56	53	13	8	6	3	(X)	(X)	(X)	(X)	93	38.9
EMPLOYER OR UNION PROVIDED GROUP HEALTH PLAN, TOTAL	94 773	951	4 613	9 664	13 395	15 814	24 894	17 610	9 941	(X)	(X)	(X)	(X)	2 689	2.8
EMPLOYER OR UNION HELPED PAY FOR PLAN, TOTAL	90 016	808	4 215	9 020	12 904	15 351	23 911	16 961	8 986	(X)	(X)	(X)	(X)	2 429	2.7
PAID FOR ALL OF PLAN	40 879	377	1 869	3 909	5 480	6 482	10 778	7 986	4 010	(X)	(X)	(X)	(X)	979	2.4
PAID FOR PART OF PLAN	49 140	431	2 346	5 112	7 424	8 869	13 134	8 977	4 976	(X)	(X)	(X)	(X)	1 455	3.0
EMPLOYER OR UNION DID NOT HELP PAY FOR PLAN	4 756	83	398	644	492	463	983	649	956	(X)	(X)	(X)	(X)	259	5.5
CHAMPUS, VA, OR MILITARY HEALTH CARE	5 756	241	704	933	798	745	1 042	868	436	(X)	(X)	(X)	(X)	449	7.8

'INCLUDES PERSONS COVERED BY: MEDICAID AND CHAMPUS ONLY; MEDICAID, GROUP HEALTH AND CHAMPUS ONLY; MEDICAID, MEDICARE AND CHAMPUS ONLY; MEDICAID, MEDICARE, AND GROUP HEALTH ONLY) OR MEDICAID, MEDICARE, CHAMPUS, AND GROUP HEALTH ONLY.

Table 20. Persons With Health Care Coverage in 1980, by Source of Coverage, Household Money Income and Poverty Status in 1980, and Age—Continued

(NUMBERS IN THOUSANDS. PERSONS AS OF MARCH 1981. FOR MEANING OF SYMBOLS, SEE TEXT)

SELECTED CHARACTERISTICS	TOTAL	HOUSEHOLD MONEY INCOME										BELOW CURRENT POVERTY LEVEL	
		UNDER $5,000	$5,000 TO $9,999	$10,000 TO $14,999	$15,000 TO $19,999	$20,000 TO $24,999	$25,000 TO $34,999	$35,000 TO $49,999	$50,000 AND OVER	MEDIAN INCOME (DOLLARS) VALUE	MEDIAN INCOME (DOLLARS) STANDARD ERROR	MEAN INCOME (DOLLARS) VALUE	MEAN INCOME (DOLLARS) STANDARD ERROR	NUMBER	POVERTY RATE
PERSONS 65 YEARS OLD AND OVER															
MEDICARE, TOTAL	23 931	4 700	7 020	4 521	2 501	1 603	1 499	894	593	(X)	(X)	(X)	(X)	3 871	15.6
MEDICARE ONLY	18 037	3 101	5 037	3 056	2 022	1 257	1 259	672	438	(X)	(X)	(X)	(X)	2 300	12.3
MEDICARE AND OTHER HEALTH CARE PLANS, EXCLUDING MEDICAID	1 983	44	234	344	333	248	345	173	119	(X)	(X)	(X)	(X)	51	2.6
MEDICAID, TOTAL	3 031	1 470	744	339	168	110	115	51	17	(X)	(X)	(X)	(X)	1 330	43.9
MEDICAID ONLY	-	-	-	-	-	-	-	-	-	(X)	(X)	(X)	(X)	-	(B)
MEDICAID AND MEDICARE ONLY	2 910	1 456	748	299	144	96	99	49	19	(X)	(X)	(X)	(X)	1 319	45.3
MEDICAID AND EMPLOYER OR UNION PROVIDED GROUP HEALTH PLAN ONLY	-	-	-	-	-	-	-	-	-	(X)	(X)	(X)	(X)	-	(B)
MEDICAID & OTHER HEALTH CARE PLANS	121	15	18	36	23	13	16	2	1	(X)	(X)	(X)	(X)	11	9.3
EMPLOYER OR UNION PROVIDED GROUP HEALTH PLAN, TOTAL	1 854	26	163	311	320	288	388	198	169	(X)	(X)	(X)	(X)	26	1.4
EMPLOYER OR UNION HELPED PAY FOR PLAN, TOTAL	1 692	25	146	275	283	267	352	180	164	(X)	(X)	(X)	(X)	25	1.5
PAID FOR ALL OF PLAN	850	13	68	135	145	134	184	99	91	(X)	(X)	(X)	(X)	15	1.8
PAID FOR PART OF PLAN	842	11	78	140	139	132	168	82	73	(X)	(X)	(X)	(X)	10	1.2
EMPLOYER OR UNION DID NOT HELP PAY FOR PLAN	162	-	17	36	37	21	36	17	5	(X)	(X)	(X)	(X)	-	0.2
CHAMPUS, VA, OR MILITARY HEALTH CARE	631	98	214	119	70	78	69	52	13	(X)	(X)	(X)	(X)	49	7.2

'INCLUDES PERSONS COVERED BY: MEDICAID AND CHAMPUS ONLY; MEDICAID, GROUP HEALTH AND CHAMPUS ONLY; MEDICAID, MEDICARE AND CHAMPUS ONLY; MEDICAID, MEDICARE, AND GROUP HEALTH ONLY; OR MEDICAID, MEDICARE, CHAMPUS, AND GROUP HEALTH ONLY.

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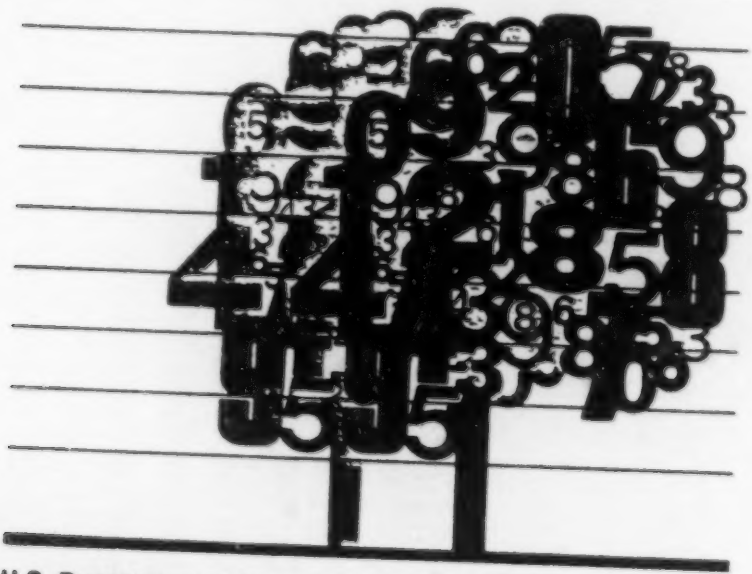

U.S. Department of Commerce
Malcolm Baldrige, Secretary
Guy W. Fiske, Deputy Secretary
Robert G. Dederick, Under Secretary for Economic Affairs

BUREAU OF THE CENSUS
Bruce Chapman, Director

No. 161. Persons With Health Care Coverage by Type of Coverage, Poverty Status and Age: 1980

[In thousands. Persons as of March 1981 who had coverage in 1980. See headnote, table 519. See also tables 539 and 541]

Type of coverage	Total	Below poverty level	Above poverty level	Under 18 yrs old	18–64 years old	65 yrs old and over
Medicare, total [1]	26,200	4,300	21,900	37	2,832	23,531
Medicare only	20,207	2,585	17,612	17	1,552	18,637
Medicare and other health plans [2]	2,451	77	2,374	2	466	1,983
Medicaid, total	18,966	11,113	7,853	7,886	8,050	3,031
Medicaid only	12,239	8,675	3,564	6,507	5,732	-
Medicaid and Medicare only	3,541	1,628	1,913	17	614	2,910
Medicaid and group health plan [3] only	2,673	829	2,044	1,207	1,466	-
Medicaid and other health plans	513	181	333	154	239	121
Employer or union provided group health plan	137,307	4,625	132,682	40,679	94,773	1,854
Employer or union helped pay for plan	130,134	4,107	126,027	38,426	90,016	1,692
Paid for all of plan	58,107	1,551	56,556	16,381	40,875	850
Paid for part of plan	72,027	2,556	69,471	22,045	49,140	842
Employer or union did not help pay	7,173	518	6,655	2,253	4,758	162
CHAMPUS [4], V.A. [5] or military health care	8,458	779	7,677	2,089	5,756	631

[1] Includes Medicaid and Medicare only, shown under Medicaid. [2] Excluding Medicaid. [3] Employer or union provided reimbursement (after payment of a deductible) for covered medical care rendered in civilian facilities to wives and children of active military personnel, to retired military personnel and their dependents, and to dependents of deceased personnel. Program is designed for those unable to use Government medical facilities for reasons of distance, overcrowding, or the unavailability of appropriate treatment at a military medical center. [4] Veterans Administration.

Source: U.S. Bureau of the Census, *Current Population Reports*, series P-60, No. 131.

No. 162. Physicians, Dentists, and Nurses: 1950 to 1980

[Physicians and dentists as of end of year; nurses as of Jan. 1 except April 1 for 1960. Prior to 1980, data for nurses exclude Alaska and Hawaii. Data for physicians include Puerto Rico and outlying areas. See also *Historical Statistics, Colonial Times to 1970*, series B 275–290]

ITEM	Unit	1950	1960	1965	1970	1975	1976	1977	1978	1979	1980
Physicians, number	1,000	233	275	306	348	409	426	438	454	472	487
Rate per 100,000 population [1]	Rate	149	146	153	168	187	193	198	201	207	211
Doctors of medicine [1]	1,000	220	260	292	334	394	409	421	437	455	468
Active (exc. in Federal service)	1,000	(NA)	(NA)	255	282	338	351	362	381	399	419
Rate per 100,000 population [1]	Rate	(NA)	(NA)	130	138	158	160	163	170	176	182
Active foreign medical school graduates [2]	1,000	(NA)	(NA)	(NA)	(NA)	77	81	84	85	90	92
Doctors of osteopathy	1,000	13	14	13	14	[3]15	[3]16	[3]17	17	18	[3]19
Physicians admitted to U.S. as immigrants [4]	1,000	1.9	1.8	2.0	3.2	5.4	6.2	7.1	4.4	3.0	(NA)
Medical and osteopathic schools	Number	85	91	93	107	123	123	126	134	138	140
Students	1,000	26.9	32.0	34.1	39.7	57.2	59.6	61.9	64.3	66.5	68.3
Graduates	1,000	5.9	7.5	7.8	8.8	13.4	14.3	14.5	15.4	16.0	16.2
Newly licensed physicians, total [1]	1,000	6.0	8.0	9.1	11.0	16.9	17.7	18.2	19.4	19.9	18.2
Percent of total active M.D.'s	Percent	(NA)	(NA)	3.3	3.5	4.8	4.7	4.6	4.8	4.8	4.2
Graduates of—											
U.S. and Canadian medical schools	1,000	5.7	6.6	7.8	8.0	10.9	11.3	12.3	14.8	16.3	14.9
Foreign medical schools	1,000	.3	1.4	1.5	3.0	6.0	6.4	5.9	4.6	3.6	3.3
Percent of total newly licensed	Percent	5.1	17.7	16.7	27.3	35.4	36.3	32.2	23.6	17.9	18.2
Dentists, number	1,000	90	105	112	119	127	130	133	136	138	141
Active (exc. in Federal service)	1,000	75	85	90	96	107	110	113	115	118	[1]121
Rate per 100,000 population [1]	Rate	50	47	47	47	50	51	52	53	54	55
Dental schools	Number	41	47	49	53	59	59	59	59	60	[1]60
Students	1,000	11.5	13.6	13.9	16.0	20.1	20.8	21.0	21.5	22.2	22.5
Graduates	1,000	2.6	3.3	3.2	3.7	5.0	5.3	5.2	5.3	5.4	5.3
Nurses, number (active registered)	1,000	378	604	613	709	906	981	1,011	1,089	1,078	[1]1,119
Rate per 100,000 population [1]	Rate	249	282	319	345	427	449	469	487	480	508
Nursing schools [1]	Number	1,203	1,119	1,153	1,328	1,347	1,349	1,337	1,339	1,354	1,360
Students [1]	1,000	99	115	130	151	243	248	247	245	239	235
Graduates [1]	1,000	26	30	35	44	74	77	78	78	77	78

NA Not available. [1] Based on Bureau of the Census resident population estimates as of July 1. [2] Excludes non-Federal physicians with temporary foreign addresses; see headnote, table 165. [3] Based on Bureau of the Census civilian population estimates as of July 1. [4] Foreign medical graduates exclude graduates of Canadian schools. Source: American Medical Association, Chicago, IL, *Physician Distribution and Medical Licensure in The U.S.*, annual through 1979; 1980, *Physician Characteristics and Distribution in the U.S., 1981*. For newly-licensed physicians prior to 1975, and for 1980, *Medical Licensure Statistics*, annual and *U.S. Medical Licensure Statistics, 1980–1981 and License Requirements, 1982*, respectively. All publications copyright. [5] Estimated. [6] Source: U.S. Immigration and Naturalization Service, *Annual Report*. [7] 1950–1970 includes Puerto Rico, 1965 and 1970 include Guam and Virgin Islands.

Source: Except as noted, U.S. National Center for Health Statistics, *Health Resources Statistics*, annual through 1978, and 1979, Beginning 1979, unpublished data.

NO. 539. PENSION PLAN AND GROUP HEALTH INSURANCE COVERAGE OF CIVILIAN WORKERS, BY SELECTED CHARACTERISTIC OF WORKER: 1980

[Covers civilian workers as of March 1981 who had earnings in 1980. Based on Current Population Survey; see text, p. 2. GHI = Employer-subsidized group health insurance]

TYPE OF COVERAGE	Unit	Total [1]	Male	Female	White	Black	Spanish origin [2]	15-24 years old	25-44 years old	45-64 years old	65 yrs and over
Total workers	1,000	107,017	58,253	48,765	93,623	10,903	5,674	27,979	48,589	27,204	3,246
With both GHI and pension	1,000	43,877	28,306	15,571	39,002	4,019	1,803	4,757	23,533	14,951	636
With GHI only	1,000	22,414	12,801	9,613	19,470	2,312	1,422	8,028	11,069	4,787	530
With pension only	1,000	4,126	1,432	2,694	3,603	438	185	511	2,066	388	160
Without GHI or pension	1,000	36,600	15,714	20,887	31,548	4,134	2,264	16,683	11,900	6,078	1,940
With GHI	1,000	66,291	41,107	25,184	58,472	6,331	3,225	10,785	34,602	19,738	1,166
With pension	1,000	18,003	29,738	18,265	42,605	4,457	1,988	5,268	25,599	16,339	796
Percent of workers—											
With both GHI and pension	Percent	41.0	48.6	31.9	41.7	36.9	31.8	17.0	48.5	55.0	19.5
Without GHI or pension	Percent	34.2	27.0	42.8	33.7	37.9	39.9	59.6	24.5	22.3	59.4
With GHI	Percent	61.9	70.6	51.6	62.5	58.1	56.8	38.5	71.2	72.6	35.7
With pension	Percent	44.9	51.0	37.5	45.5	40.9	35.0	18.8	52.7	60.1	24.4

[1] Includes other races not shown separately. [2] Persons of Spanish origin may be of any race.

Source: U.S. Bureau of the Census, *Current Population Reports*, series P-60, No. 131.

NO. 540. PROTECTION AGAINST SHORT-TERM SICKNESS INCOME LOSS: 1960 TO 1979

[In millions of dollars, except percent. Short-term sickness" refers to short-term or temporary nonwork-connected disability (lasting not more than 6 months) and the first 6 months of long-term disability. See also *Historical Statistics, Colonial Times to 1970*, series H 755-124]

ITEM	1960	1965	1970	1974	1975	1976	1977	1978	1979
Short-term sickness income loss	8,591	11,333	16,757	21,804	23,595	26,447	28,223	32,782	36,020
Total protection provided [1]	2,430	3,349	5,872	8,232	9,002	9,819	10,548	11,733	13,350
Protection as percent of loss	28.3	29.6	35.0	37.8	38.2	37.1	37.4	35.8	37.1
Benefits provided by protection:									
Individual insurance	393	483	694	851	973	881	940	1,210	1,322
Group benefits to workers in private employment	1,211	1,602	2,952	4,144	4,328	4,900	5,282	5,782	6,985
Private cash insurance [2]	638	787	1,476	2,024	2,011	2,267	2,344	2,403	3,216
Publicly operated cash sickness funds [3]	172	269	411	485	536	581	582	609	699
Sick leave	400	566	1,066	1,634	1,779	2,052	2,357	2,770	3,070
Sick leave for government employees	826	1,264	2,225	3,107	3,542	3,868	4,134	4,582	4,873

[1] Provided by individual insurance, group benefits to workers in private employment, and sick leave for government employees. Beginning 1974, includes benefits for the sixth month of disability payable under old-age, survivors disability, and health insurance program, not shown separately. [2] Group accident and sickness insurance and self-insurance privately written either on a voluntary basis or in compliance with State temporary disability insurance laws in Calif., N.J., and N.Y. Includes a small but undetermined amount of group disability insurance benefits paid to government workers and to self-employed persons through farm, trade, or professional associations. [3] Includes State-operated plans in Rhode Island, California, and New Jersey; State Insurance Fund is special fund for disabled unemployed in New York; and provisions of Railroad Unemployment Insurance Act.

Source: U.S. Social Security Administration, *Social Security Bulletin*, September 1982.

NO. 541. MEDICARE AND MEDICAID—SELECTED CHARACTERISTICS OF PERSONS COVERED: 1980

[Represents number of persons as of March 1981 who were covered in 1980. For Medicare, covers persons 15 years old and over; for Medicaid covers persons of all ages. See headnote, table 519]

POVERTY STATUS	Unit	Total [1]	Male	Female	White	Black	Spanish origin [2]	Under 15 yrs old	15-44 years old	45-64 years old	65 yrs and over
MEDICARE											
Persons covered, total	1,000	26,200	10,962	15,237	23,471	2,420	660	(X)	669	2,000	23,531
Below poverty level	1,000	4,300	1,310	2,990	3,255	991	206	(X)	200	429	3,671
Above poverty level	1,000	21,900	9,653	12,247	20,216	1,429	454	(X)	469	1,571	19,860
Percent of total population	Percent	15.1	13.2	16.7	15.5	12.9	7.2	(X)	.6	4.5	95.4
Below poverty level	Percent	22.9	(NA)	(NA)	(NA)	(NA)	(NA)	(X)	1.8	11.6	95.5
Above poverty level	Percent	14.1	(NA)	(NA)	(NA)	(NA)	(NA)	(X)	.5	3.9	95.4
MEDICAID											
Persons covered, total	1,000	18,966	7,378	11,589	11,857	6,383	1,991	6,573	7,234	2,127	3,031
Below poverty level	1,000	11,113	4,237	6,876	6,245	4,438	1,356	4,672	4,050	1,061	1,330
Above poverty level	1,000	7,854	3,141	4,713	5,612	1,946	635	1,903	3,183	1,067	1,701
Percent of total population	Percent	8.4	6.8	10.0	6.2	24.2	16.2	12.9	6.9	4.8	12.3
Below poverty level	Percent	39.1	35.3	41.9	32.9	52.3	42.4	48.6	36.0	28.6	34.6
Above poverty level	Percent	4.0	3.2	4.7	3.2	10.9	7.0	4.6	3.4	2.6	8.2

NA Not available. X Not applicable. [1] Includes other races not shown separately. [2] Persons of Spanish origin may be of any race.

Source: U.S. Bureau of the Census, *Current Population Reports*, series P-60, No. 131.

No. 626. Civilian Labor Force and Participation Rates, by Race, Sex, and Age: 1960 to 1981

[Persons 16 years old and over. Labor force data are annual averages of monthly figures. Rates are based on annual average civilian noninstitutional population of each specified group and represent proportion of each specified group in the civilian labor force. See also *Historical Statistics, Colonial Times to 1970*, series D 42–48]

Race, sex, and age	Civilian labor force (millions)							Participation rates (percent)						
	1960	1965	1970	1975	1979	1980	1981	1960	1965	1970	1975	1979	1980	1981
Total	69.6	74.5	82.8	93.8	105.0	106.9	108.7	59.4	58.9	60.4	61.2	63.7	63.8	63.9
White	61.9	66.1	73.6	82.8	91.9	93.6	95.1	58.8	58.4	60.2	61.5	63.9	64.1	64.3
Male	41.7	43.4	46.0	50.3	53.9	54.5	54.9	83.4	80.8	80.0	78.7	78.6	78.2	77.9
Female	20.2	22.7	27.5	32.5	38.1	39.1	40.2	36.5	38.1	42.6	45.9	50.5	51.2	51.9
Black and other	7.7	8.3	9.2	10.9	13.0	13.3	13.6	64.5	62.9	61.8	59.6	62.2	61.7	61.3
Male	4.6	4.9	5.2	6.0	6.9	7.0	7.1	83.0	79.6	78.5	71.9	72.5	71.5	70.6
Female	3.1	3.5	4.0	5.0	6.2	6.4	6.5	48.2	48.6	49.5	49.4	53.7	53.6	53.6
Male	48.4	48.3	51.2	56.3	60.7	61.5	62.0	83.3	80.7	79.7	77.9	77.8	77.4	77.0
16–19 years	2.8	3.4	4.0	4.8	5.1	5.0	4.8	56.2	53.8	58.1	58.1	61.5	60.5	59.0
16–17 years	1.3	1.5	1.8	2.1	2.2	2.1	2.0	48.0	43.9	47.0	48.6	51.8	50.1	47.9
18–19 years	1.5	1.9	2.2	2.7	2.9	2.9	2.8	69.3	65.9	68.7	70.6	71.9	71.3	70.4
20–24 years	4.1	4.9	5.7	7.6	8.5	8.6	8.6	88.1	85.8	83.3	84.5	86.4	85.9	85.5
25–34 years	10.3	9.9	11.3	14.2	16.4	17.0	17.5	97.5	97.3	96.4	95.2	95.3	95.2	94.9
35–44 years	11.0	11.1	10.5	10.4	11.5	11.8	12.2	97.7	97.3	96.9	95.8	95.7	95.5	95.4
45–54 years	9.6	10.0	10.4	10.4	10.0	9.9	9.9	95.7	95.8	94.3	92.1	91.4	91.2	91.4
55–64 years	6.4	6.8	7.1	7.0	7.2	7.2	7.2	86.8	84.6	83.0	75.8	72.8	72.1	70.8
65 yr. and over	2.3	2.1	2.2	1.9	1.9	1.9	1.9	33.1	27.9	26.8	21.8	19.9	19.0	18.4
Female	23.2	26.2	31.5	37.5	44.2	45.5	46.7	37.7	39.3	43.3	46.3	50.8	51.5	52.1
16–17 years	2.1	2.5	3.2	4.1	4.5	4.4	4.2	39.3	38.0	44.0	49.1	54.2	52.9	51.8
16–17 years	.8	1.3	1.3	1.7	1.9	1.8	1.7	29.1	27.7	34.9	40.2	45.6	43.6	42.5
18–19 years	1.3	1.6	1.9	2.4	2.6	2.6	2.5	50.9	49.3	53.5	58.1	62.7	61.9	60.9
20–24 years	2.6	3.4	4.9	6.2	7.2	7.3	7.5	46.1	49.9	57.7	64.1	69.0	68.9	69.6
25–34 years	4.1	4.3	5.7	8.7	11.6	12.3	12.9	36.0	38.5	45.0	54.9	63.9	65.5	66.7
35–44 years	5.3	5.7	6.0	6.5	8.2	8.6	9.0	43.4	46.1	51.1	55.8	63.6	65.5	66.8
45–54 years	5.3	5.7	6.5	6.7	6.9	7.0	7.1	49.8	50.9	54.4	54.6	56.3	59.9	61.1
55–64 years	3.0	3.8	4.2	4.3	4.7	4.7	4.8	37.2	41.1	43.0	40.9	41.7	41.3	41.4
65 yr. and over	.9	1.0	1.1	1.0	1.2	1.2	1.2	10.8	10.0	9.7	8.2	8.3	8.1	8.0

Source: U.S. Bureau of Labor Statistics, *Employment and Earnings*, monthly.

No. 627. Labor Force—Percent Distribution, by Sex and Age: 1960 to 1981

[Annual average of monthly figures. Includes Armed Forces at home and abroad. See *Historical Statistics, Colonial Times to 1970*, series D 29–41, for similar but not exactly comparable data]

Year and sex	Total labor force (1,000)	Percent distribution						
		16–19 years	20–24 years	25–34 years	35–44 years	45–54 years	55–64 years	65 yr. and over
Total: 1960	72,142	7.3	10.6	20.9	23.1	20.7	13.0	4.4
1965	77,178	8.2	12.1	19.4	22.3	20.5	13.4	4.0
1970	85,259	8.9	14.3	20.6	19.5	19.8	13.1	3.7
1975	95,955	9.7	15.1	24.2	18.0	18.1	11.8	3.1
1977	101,142	9.6	15.3	25.5	18.1	17.0	11.5	2.9
1978	104,388	9.6	15.3	25.8	18.4	16.5	11.3	3.0
1979	107,050	9.3	15.3	26.3	18.8	16.1	11.2	2.9
1980	108,042	8.9	15.2	27.0	19.2	15.9	11.0	2.8
1981	110,812	8.4	15.3	28.0	19.4	15.3	10.8	2.7
Male: 1960	48,870	6.5	10.4	22.4	23.2	19.7	13.1	4.7
1965	50,948	7.5	11.6	20.6	22.6	19.9	13.3	4.2
1970	54,378	8.1	13.6	22.0	19.9	19.3	13.1	4.0
1975	58,390	8.9	14.2	25.1	18.3	18.1	12.1	3.3
1977	60,414	8.9	14.5	26.1	18.3	17.2	11.8	3.1
1978	61,813	8.9	14.6	26.3	18.6	16.8	11.7	3.2
1979	62,676	8.6	14.8	26.7	18.9	16.4	11.6	3.1
1980	63,396	8.4	14.5	27.3	19.2	16.1	11.5	3.0
1981	63,939	7.9	14.7	28.3	19.4	15.5	11.2	2.9
Female: 1960	23,272	8.9	11.1	17.8	22.8	22.7	12.8	3.9
1965	26,232	9.6	12.9	16.5	21.8	21.8	13.7	3.7
1970	31,583	10.3	15.5	18.1	18.9	20.7	13.2	3.3
1975	37,565	10.9	16.5	22.8	17.5	18.0	11.4	2.8
1977	40,728	10.7	16.5	24.7	17.9	16.7	10.9	2.7
1978	42,755	10.7	16.5	25.2	18.2	16.1	10.8	2.7
1979	44,375	10.3	16.3	25.7	18.7	15.8	10.5	2.6
1980	45,646	9.7	16.0	26.6	19.2	15.6	10.3	2.6
1981	46,873	9.0	16.1	27.7	19.3	15.2	10.2	2.5

Source: U.S. Bureau of Labor Statistics, *Employment and Earnings*, monthly.

No. 869. Private Health Insurance Organizations—Income and Expenses: 1960 to 1979

[In millions of dollars, except percent. Minus sign (–) denotes loss. See also *Historical Statistics, Colonial Times to 1970*, series X 957-962]

ITEM	1960	1965	1970	1972	1973	1974	1975	1976	1977	1978	1979
Total premium income	5,841	9,993	17,075	22,368	24,845	27,777	32,437	38,172	44,619	49,892	55,859
Claims expense	4,996	8,738	15,619	19,086	21,091	24,486	30,072	35,471	40,013	45,044	50,176
Percent of premium income	85.5	87.4	91.5	85.4	84.9	88.1	92.7	92.9	89.7	90.3	89.8
Operating expense	845	1,417	2,290	3,152	3,458	3,887	4,193	4,789	5,464	6,194	7,116
Net underwriting gain	(1)	–162	–934	89	296	–576	–1,828	–2,088	–858	–1,346	–1,433
Blue Cross-Blue Shield:											
Premium income	2,482	4,189	7,371	9,923	11,059	12,387	14,446	17,268	19,553	21,547	23,471
Claims expense	2,267	3,913	7,060	8,991	10,004	11,640	14,192	16,227	17,626	19,465	21,724
Operating expense	195	239	534	689	775	911	1,063	1,193	1,330	1,502	1,716
Net underwriting gain	(1)	17	–224	243	280	–184	–809	–151	597	580	31
Insurance companies:											
Premium income	3,027	5,216	8,636	11,052	11,944	13,151	14,849	16,752	19,335	20,867	23,035
Claims expense	2,389	4,274	7,531	8,815	9,480	10,802	13,157	15,493	17,206	19,057	20,145
Net underwriting gain	(1)	–863	–1,587	–161	–108	–473	–1,216	–2,064	–1,623	–2,359	–1,783
Other plans, premium income	332	608	1,068	1,383	1,842	2,259	3,142	4,151	5,730	7,279	9,353

[1] Data for net underwriting gain not available separately; included in operating expense.

Source: Through 1975, U.S. Social Security Administration, *Social Security Bulletin*, various issues, and unpublished data; thereafter, U.S. Health Care Financing Administration, *Health Care Financing Review*, Summer 1981

No. 870. Health Insurance—Premium Income and Benefit Payments: 1960 to 1980

[In billions of dollars. Represents premium income of and benefits paid by insurance companies only. Beginning 1975, includes Puerto Rico and other U.S. outlying areas. Excludes Blue Cross-Blue Shield plans, medical-society sponsored plans, and all other independent plans]

ITEM	1960	1965	1970	1972	1973	1974	1975	1976	1977	1978	1979	1980
Premiums [1]	4.7	7.4	11.5	14.8	16.1	17.9	20.8	24.5	28.7	32.7	37.9	43.7
Group policies [1]	2.9	4.7	8.1	10.9	11.8	13.2	15.3	19.4	23.2	26.9	31.7	36.8
Individual and family policies	1.8	2.7	3.4	3.8	4.3	4.7	4.9	5.1	5.4	5.8	6.2	6.9
Benefit payments [2]	3.1	5.2	9.1	10.8	11.9	13.8	16.5	20.2	22.1	26.4	31.7	37.8
Group policies [1]	2.4	4.0	7.5	8.9	9.8	11.4	14.2	17.8	19.5	22.9	27.9	33.0
Individual and family policies	.7	1.2	1.6	1.7	2.1	2.2	2.3	2.4	2.6	3.5	3.8	4.0
Type of coverage:												
Loss of income	.8	1.0	1.8	2.0	2.2	2.5	2.7	2.9	3.1	3.4	4.7	5.3
Medical expense	2.2	4.1	7.1	8.5	9.4	10.8	13.2	16.1	17.8	21.2	24.8	28.9
Dental	(NA)	(NA)	.1	.2	.3	.3	.6	1.2	1.5	1.8	2.2	2.8

NA Not available. [1] Prior to 1972, refers to written premiums; for 1972–80 refers to earned income. [2] Insurance company group premiums and benefit payments for 1975 through 1980 include Administrative Service Agreements and Minimum Premium Plans. Amounts for prior years contain only a portion of these data. [3] Beginning 1972, excludes accidental death and dismemberment benefits and accident medical reimbursement benefits.

Source: Health Insurance Association of America, Washington, D.C., *Source Book of Health Insurance Data*, annual.

No. 871. Property and Liability Insurance: 1960 to 1981

[In millions of dollars, except companies reporting. Premiums written represent total premiums on all insurance policies written by companies, with inception dates in years shown. See also *Historical Statistics, Colonial Times to 1970*, series X 918, 923, 928, 933, and 940]

ITEM	1960	1965	1970	1974	1975	1976	1977	1978	1979	1980	1981
Companies reporting	3,500	3,047	2,727	2,934	2,886	2,880	2,940	2,938	2,967	(NA)	(NA)
Premiums written [1]	14,973	20,063	32,867	45,153	49,967	60,418	72,397	81,690	90,123	95,569	99,276
Auto liability	3,883	5,424	8,958	12,010	13,315	16,052	18,829	20,383	22,102	23,319	24,395
Physical damage, auto	1,994	2,861	4,824	7,064	7,623	9,565	11,521	12,835	14,538	15,833	16,748
Liability, other than auto	963	1,137	2,140	2,990	3,961	5,384	6,794	7,706	7,817	7,592	7,385
Medical malpractice	(NA)	(NA)	(NA)	(NA)	695	1,133	1,194	1,216	1,204	1,276	1,338
Fire [2]	2,406	2,215	3,147	3,538	3,691	4,102	4,415	4,675	4,781	4,784	4,817
Homeowners multiple peril	764	1,523	2,565	4,156	4,729	5,680	6,766	7,792	8,792	9,821	10,790
Commercial multiple peril	56	509	1,331	2,857	3,176	4,052	4,891	5,830	6,867	6,866	6,870
Workmen's compensation	1,419	2,042	3,492	5,473	6,186	7,534	9,261	11,300	13,164	14,239	14,816
Inland marine	361	489	812	1,169	1,268	1,444	1,584	1,887	2,081	2,291	2,429
Ocean marine	230	302	465	785	881	902	953	1,000	1,009	1,065	1,127
Surety and fidelity	(NA)	408	562	748	789	835	912	1,076	1,155	1,248	1,351
Burglary and theft	116	110	135	130	120	124	129	133	140	136	128
Crop-hail	103	117	125	260	312	325	340	351	398	417	504
Boiler and machinery	85	91	115	141	173	170	213	256	283	293	298
Glass	48	41	40	34	32	32	34	35	33	32	31
Assets and surplus:											
Assets	30,132	41,843	58,584	82,115	94,118	112,975	135,513	160,080	187,408	212,807	229,229
Policyholders' surplus	11,930	17,112	18,520	20,888	25,303	31,394	37,372	45,004	54,418	65,897	67,720

NA Not available. [1] Includes all property, liability, and allied lines; other data are for principal lines only. [2] Includes extended coverage and allied lines.

Source: Insurance Information Institute, New York, N.Y., *Insurance Facts*, annual. Data from A. M. Best Company, Oldwick, N.J.

APPENDIX B

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
2121 8TH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203

DISTRICT OFFICE

Our Reference:
Charge No. 042 80 1312

Archie A. Daugherty
Route 1, Box 189-C
Pittsview, Alabama 36871

Charging Party

Georgia Pacific Corporation
Hurtsboro Veneer
Hurtsboro, Alabama 36860

Respondent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue, on behalf of the Commission, the following determination as to the merits of the subject charge.

All jurisdictional requirements have been met.

The Charging Party alleged that Respondent discriminated against him because of his sex (male) by failing to provide his dependent wife full medical benefits in accordance with the terms and conditions of his employment. Examination of the evidence indicates that there is not reasonable cause to believe that this allegation is true. No determination is made as to any other issue raised by or which might be construed to have been raised by the subject charge.

This concludes the Commission's processing of this charge. Should the Charging Party wish to pursue this matter further, the Party may do so by filing a private action in Federal District Court against the Respondent named above within 90 days following receipt of this letter and by taking the other procedural steps set out in the attached Notice of Right-to-Sue.

On Behalf of the Commission:

4-13-81
Date

George Frank Jordan
District Director

Enclosures: (2)
Notice of Right-to-Sue
Copy of the Charge

B-2

Section 706(f) (1) and (f) (3) of the Civil Rights Act of 1964, as amended, states:

(f) (1) If within thirty days after a charge is filed with the Commission or within thirty days after expiration of any period of reference under subsection (c) or (d), the Commission has been unable to secure from the respondent a conciliation agreement acceptable to the Commission, the Commission may bring a civil action against any respondent not a government, governmental agency, or political subdivision named in the charge. In the case of a respondent which is a government, governmental agency, or political subdivision, if the Commission has been unable to secure from the respondent a conciliation agreement acceptable to the Commission, the Commission shall take no further action and shall refer the case to the Attorney General who may bring a civil action against such respondent in the appropriate United States district court. The person or persons aggrieved shall have the right to intervene in a civil action brought by the Commission or the Attorney General in a case involving a government, governmental agency, or political subdivision. If a charge filed with the Commission pursuant to subsection (b) is dismissed by the Commission, or if within one hundred and eighty days from the filing of such charge or the expiration of any period of reference under subsection (c) or (d), whichever is later, the Commission has not filed a civil action under this section or the Attorney General has not filed a civil action in a case involving a government, governmental agency, or political subdivision, or the Commission has not entered into a conciliation agreement to which the person aggrieved is a party, the Commission, or the Attorney General in a case involving a government, governmental agency, or political subdivision, shall so notify the person aggrieved and within ninety days after the giving of such notice a civil action may be brought against the respondent named in the charge (A) by the person claiming to be aggrieved, or (B) if such charge was filed by a member of the Commission, by any person whom the charge alleges was aggrieved by the alleged unlawful employment practice. Upon application by the complainant and in such circumstances as the court may deem just, the court may appoint an attorney for such complainant and may authorize the commencement of the action without the payment of fees, costs, or security. Upon timely application, the court may, in its discretion, permit the Commission, or the Attorney General in a case involving a government, governmental agency, or political subdivision, to intervene in such civil action upon certification that the case is of general public importance. Upon request, the court may, in its discretion, stay further proceedings for not more than sixty days pending the termination of State or local proceedings described in subsections (c) or (d) of this section or further efforts of the Commission to obtain voluntary compliance.

(f) (3) Each United States district court and each United States court of a place subject to the jurisdiction of the United States shall have jurisdiction of actions brought under this title. Such an action may be brought in any judicial district in the State in which the unlawful employment practice is alleged to have been committed, in the judicial district in which the employment records relevant to such practice are maintained and administered, or in the judicial district in which the aggrieved person would have worked but for the alleged unlawful employment practice, but if the respondent is not found within any such district, such an action may be brought within the judicial district in which the respondent has his principal office. For purposes of sections 1404 and 1406 of title 28 of the United States Code, the judicial district in which the respondent has his principal office shall in all cases be considered a district in which the action might have been brought.

GPO 934 879

B-3

(PLEASE PRINT OR TYPE)

APPROVED BY GAO
B—180541 (R0510)
Expires 1-31-81

CHARGE OF DISCRIMINATION

IMPORTANT: This form is affected by the Privacy Act of 1974; see Privacy Act Statement on reverse before completing it.

AGENCY | NUMBER(S) (AGENCY USE ONLY)
☒ EEOC 042801312 (AMENDED

Equal Employment Opportunity Commission

NAME (Indicate Mr., Mrs., or Miss.) | HOME TELEPHONE NUMBER (Include area code)
ARCHIE A. DAUGHERTY
STREET ADDRESS
ROUTE 1, BOX 189-C | (205)
CITY, STATE, AND ZIP CODE | COUNTY
PITTSVIEW, ALABAMA 36871 | RUSSELL

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME. (If more than one list below)

NAME | TELEPHONE NUMBER (Include area code)
GEORGIA PACIFIC | (205) 667-7782
STREET ADDRESS | CITY, STATE, AND ZIP CODE
HURTSBORO VENEER | HURTSBORO, ALABAMA 36860

NAME | TELEPHONE NUMBER (Include area code)
STREET ADDRESS | CITY, STATE, AND ZIP CODE

CAUSE OF DISCRIMINATION BASED ON MY (Check appropriate box (es))

☐ RACE ☐ COLOR ☒ SEX ☐ RELIGION ☐ NATIONAL ORIGIN ☐ OTHER (Specify)

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE (Month, day, and year): JUNE 10, 1980, AND CONTINUING

THE PARTICULARS ARE:

I. The above-named employer refuses to provide health insurance coverage for pregnancy-related conditions for the spouses of male employees in the same manner in which health insurance coverage is provided for spouses of female employees. I have been employed with the employer since March 7, 1978. I am currently employed as a knife grinder. The employer employs over 15 employees.

I. On or about June 10, 1980, Mr. Barry Faulk, equal employment opportunity coordinator of the southern division, stated that the employer would only pay $175.00 for doctor bills and $220.00 for hospital bills which I would incur as a result of my spouse's pregnancy.

III. I believe that I have been discriminated against because of my sex (male) inasmuch as:

1. The employer's health insurance program covers 80 percent doctor's expenses (after the deductible) and 100 percent hospital expenses for spouses of female employees.

2. Mr. Ben Chastain, former boiler operator, was not paid full health insurance benefits for doctor and hospital bills which he incurred as a result of his wife's pregnancy. The employer has told Mr. James Lloyd, boiler fireman, that he will not be paid full health insurance benefits for expenses which he will incur as a result of his wife's pregnancy.

RECEIVED JUL 17 20

(ORIGINAL CHARGE FILED JULY 7, 1980)

I will advise the agency if I change my address or telephone number and I will cooperate fully with it in the processing of my charge in accordance with its procedures.

I declare under penalty of perjury that the foregoing is true and correct.

DATE X [illegible] X Archie A. Daugherty
CHARGING PARTY (Signature)

EEOC Form 5 (Rev. 3-78) PREVIOUS EDITIONS OF ALL EEOC FORM 5'S ARE OBSOLETE AND MUST NOT BE USED

RESPONDENT'S COPY

B-4

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
2121 8TH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203

DISTRICT OFFICE

Our Reference:
Charge No. 042 80 1206

Mr. Barton P. Pollard
Post Office Box 81
Seale, Alabama 36875

Charging Party

Georgia Pacific
Hurtsboro Veneer
Hurtsboro, Alabama 3686C

Respondent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue, on behalf of the Commission, the following determination as to the merits of the subject charge.

All jurisdictional requirements have been met.

The Charging Party alleged that Respondent discriminated against him because of his sex (male) by failing to provide his dependent wife full medical benefits in accordance with the terms and conditions of his employment. Examination of the evidence indicates that there is not reasonable cause to believe that this allegation is true. No determination is made as to any other issue raised by or which might be construed to have been raised by the subject charge.

This concludes the Commission's processing of this charge. Should the Charging Party wish to pursue this matter further, the Party may do so by filing a private action in Federal District Court against the Respondent named above within 90 days following receipt of this letter and by taking the other procedural steps set out in the attached Notice of Right-to-Sue.

On behalf of the Commission:

6-2-81
Date

George Frank Jordan
District Director

Enclosures: (2)

Notice of Right-to-Sue
Copy of the Charge

B-5

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
2121 8TH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203

DISTRICT OFFICE

Our Reference:
Charge No. 044-80-0406

Mr. Lester Jackson
Route Two, Box 124 A
Louisville, Mississippi 39339

Charging Party

Georgia Pacific Corporation
Hurtsboro Veneer
Hurtsboro, Alabama 36860

Respondent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue, on behalf of the Commission, the following determination as to the merits of the subject charge.

All jurisdictional requirements have been met.

The Charging Party alleged that Respondent discriminated against him because of his sex (male) by failing to provide his dependent wife full medical benefits in accordance with the terms and conditions of his employment. Examination of the evidence indicates that there is not reasonable cause to believe that this allegation is true. No determination is made as to any other issue raised by or which might be construed to have been raised by the subject charge.

This concludes the Commission's processing of this charge. Should the Charging Party wish to pursue this matter further, the Party may do so by filing a private action in Federal District Court against the Respondent named above within 90 days following receipt of this letter and by taking the other procedural steps set out in the attached Notice of Right-to-Sue.

On behalf of the Commission:

1-13-81
Date

George Frank Jordan
District Director

Enclosures: (2)

Notice of Right-to-Sue
Copy of the Charge

B-6

(PLEASE PRINT OR TYPE)

APPROVED BY GAO
B—180541 (RO510)
Expires 1-31-81

CHARGE OF DISCRIMINATION

IMPORTANT: This form is affected by the Privacy Act of 1974; see Privacy Act Statement on reverse before completing it.

CHARGE NUMBER(S) (AGENCY USE ONLY)
☐ EEOC
044-80-406
GS/bg

Equal Employment Opportunity Commission

NAME (Indicate Mr., Ms. or Mrs.)
Lester Jackson

HOME TELEPHONE NUMBER (Include area code)
601-773-3868

STREET ADDRESS
Route 2, Box 124A

CITY, STATE, AND ZIP CODE
Louisville, MS 39339

COUNTY

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME. (If more than one list below)

NAME
Georgia-Pacific

TELEPHONE NUMBER (Include area code)
601-773-9211

STREET ADDRESS
P.O. Box 309

CITY, STATE, AND ZIP CODE
Louisville, MS 39339

NAME

TELEPHONE NUMBER (Include area code)

STREET ADDRESS

CITY, STATE, AND ZIP CODE

CAUSE OF DISCRIMINATION BASED ON MY (Check appropriate box(es))

☐ RACE ☐ COLOR ☒ SEX ☐ RELIGION ☐ NATIONAL ORIGIN ☐ OTHER (Specify)

Male

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE (Month, day, and year)

THE PARTICULARS ARE:

I. I was denied equitable medical expense coverage for the pregnancy related conditions of my dependent wife on approximately December 15, 1979.

II. I was told by Cynthia Bethany and Shirley Weaver, who handles insurance claims for the company, that my health insurance would not pay more than $100 for my wife's pregnancy because she was not an employee.

III. I believe that I was discriminated against because of my sex, male, because:

1. The company's insurance provides for dependent coverage of employees spouses. My wife is listed my dependent.

2. The company's insurance pay a flat $100 for pregnancy related medical conditions for the wife of male employees. I received only $100 for my wife's pregnancy related condition.

3. The company's insurance pays a different level of coverage for other medical conditions not related to pregnancy for the spouses of female employees.

RECEIVED
FEB 20 1980
EEOC JACKSON FIELD OFFICE

I will advise the agency if I change my address or telephone number and I will cooperate fully with it in the processing of my charge in accordance with its procedures.

I declare under penalty of perjury that the foregoing is true and correct.

RECEIVED
FEB 20 1980

DATE 2-18-80 CHARGING PARTY (Signature) Lester Jackson

EEOC FORM 5A MAR 79 PREVIOUS EDITIONS OF ALL EEOC FORM 5'S ARE OBSOLETE AND MUST NOT BE USED

RESPONDENT'S COPY

B-7

MAY 14 '81

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
2121 8TH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203

DISTRICT OFFICE

Our reference:
Charge No. 042 80 1204

James E. Lloyd
Post Office Box 174
Pittview, Alabama 36871

Charging Party

Georgia Pacific Corporation
Hurtsboro Veneer
Hurtsboro, Alabama 36860

Respondent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue on behalf of the Commission, the following determination as to the merits of the subject charge.

All jurisdictional requirements have been met.

The Charging Party alleged that Respondent discriminated against him because of his sex (male) in respect to medical benefits. Examination of the evidence indicates that there is not reasonable cause to believe that this allegation is true. No determination is made as to any other issue raised by or which might be construed to have been raised by the subject charge.

This concludes the Commission's processing of this charge. Should the Charging Party wish to pursue this matter further, the Party may do so by filing a private action in Federal District Court against the Respondent named above within 90 days following receipt of this letter and by taking the other procedural steps set out in the enclosed Notice of Right-to-Sue.

On behalf of the Commission:

APR 30 1981
Date

George Frank Jordan
District Director

Enclosures: (2)
Notice of Right-to-Sue
Copy of the Charge

B-8

CHARGE OF DISCRIMINATION

Equal Employment Opportunity Commission

(NAME OF 1ST NO. OF MRS.)	HOME TELEPHONE NUMBER (INCLUDE AREA CODE)
ARRS LLOYD	
STREET ADDRESS	(205) 855-2290
UTE 1, BOX 131	COUNTY
CITY, STATE AND ZIP CODE	RUSSELL
ITTVIEW, ALABAMA 36871	

WHO IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME. (If more than one list below).

NAME	TELEPHONE NUMBER (INCLUDE AREA CODE)
EORGIA PACIFIC	(205) 667-7752
STREET ADDRESS	CITY, STATE, AND ZIP CODE
URTSBORO VENEER	HURTSBORO, ALABAMA 36860
NAME	TELEPHONE NUMBER (INCLUDE AREA CODE)
STREET ADDRESS	CITY, STATE, AND ZIP CODE

CAUSE OF DISCRIMINATION BASED ON MY (Check appropriate box(es))

☐ RACE ☐ COLOR ☒ SEX ☐ RELIGION ☐ NATIONAL ORIGIN ☐ OTHER (Specify)

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE (Month, day, and year)

JUNE 10, 1980, AND CONTINUING

THE PARTICULARS ARE:

I. The above-named employer refuses to provide health insurance coverage for pregnancy related conditions for the spouses of male employees in the same manner in which health insurance coverage is provided for spouses of female employees. I have been employed with the employer since January 29, 1979. I am currently employed as a boiler fireman. The employer employs over 15 employees.

II. On or about June 10, 1980, Mr. Barry Paulk, equal employment opportunit coordinator of the southern division, told me that the employer would only pay me $175.00 for doctor bills and $220.00 for hospital bills which I would incur due to my wife's pregnancy.

III. I believe that I have been discriminated against because of my sex (male) inasmuch as:

1. The employer's health insurance program covers 80 percent doctor's expenses (after the deductible) and 100 percent hospital expenses of spouses of female employees.

2. Mr. Ben Chastain, former boiler operator, was not paid full health insurance benefits for doctor and hospital bills which he incurred as a result of his wife's pregnancy.

RECEIVED JUN 24 1980 E.E.O.C.

ORIGINAL CHARGE FILED JUNE 19, 1980

I will advise the agency if I change my address or telephone number and I will cooperate fully with it in the processing of my charge in accordance with its procedures.

I declare under penalty of perjury that the foregoing is true and correct.

DATE: X May 20, 1980 X James E. Lloyd
CHARGING PARTY (Signature)

TAB B-1(

B-9

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
2121 8TH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203

DISTRICT OFFICE

Our reference:
Charge No. 042 80 1205

Lee N. Upshaw
Route 1, Box 107K
Pittview, Alabama 36871

Charging Party

Georgia Pacific Corporation
Hurtsboro Veneer
Hurtsboro, Alabama 36860

Respondent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue on behalf of the Commission, the following determination as to the merits of the subject charge.

All jurisdictional requirements have been met.

The Charging Party alleged that Respondent discriminated against him because of his sex (male) in respect to medical benefits. Examination of the evidence indicates that there is not reasonable cause to believe that this allegation is true. No determination is made as to any other issue raised by or which might be construed to have been raised by the subject charge.

This concludes the Commission's processing of this charge. Should the Charging Party wish to pursue this matter further, the Party may do so by filing a private action in Federal District Court against the Respondent named above within 90 days following receipt of this letter and by taking the other procedural steps set out in the enclosed Notice of Right-to-Sue.

On behalf of the Commission:

APR 30 1981
Date

George Frank Jordan
District Director

Enclosures: (2)
Notice of Right-to-Sue
Copy of the Charge

B-10

(PLEASE PRINT OR TYPE)

APPROVED BY GAO
B-180541 (RO510)
Expires 1-31-81

CHARGE OF DISCRIMINATION

IMPORTANT: This form is affected by the Privacy Act of 1974; see Privacy Act Statement on reverse before completing it.

CHARGE NUMBER(S) (AGENCY USE ONLY)
☒ EEOC 042801205 (AMENDED)

Equal Employment Opportunity Commission

NAME (Indicate Mr., Mrs. or Miss.)
LEE NATHAN UPSHAW

HOME TELEPHONE NUMBER (Include area code)
(205) 667-7446

STREET ADDRESS
ROUTE ONE, BOX 107-K

CITY, STATE, AND ZIP CODE
PITTVIEW, ALABAMA 36871

COUNTY
RUSSELL

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME. (If more than one list below)

NAME
GEORGIA PACIFIC

TELEPHONE NUMBER (Include area code)
(205) 667-7782

STREET ADDRESS
HURTSBORO VENEER

CITY, STATE, AND ZIP CODE
HURTSBORO, ALABAMA 36860

NAME
Lee N. Upshaw

TELEPHONE NUMBER (Include area code)
(205) 667-7446

STREET ADDRESS
Rt 1 Box 107-K

CITY, STATE, AND ZIP CODE
Pittview Ala. 36871

CAUSE OF DISCRIMINATION BASED ON MY (Check appropriate box(es))

☐ RACE ☐ COLOR ☒ SEX ☐ RELIGION ☐ NATIONAL ORIGIN ☐ OTHER (Specify)

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE (Month, day, and year)
JUNE 10, 1980 AND CONTINUING

THE PARTICULARS ARE

I. The above-named employer refuses to provide health insurance coverage for pregnancy-related conditions for the spouses of male employees in the same manner in which health insurance coverage is provided for spouses of female employees. I have been employed with the employer since April 11, 1978. I am currently employed in the boiler room. The employe employs over 15 employees.

II. On or about June 10, 1980, Mr. Barry Paulk, equal employment opportunity coordinator of the southern division, stated that the employer would only pay $175.00 for doctor bills and $220.00 for hospital bills which I would incur as a result of my spouse's pregnancy.

III. I believe that I have been discriminated against because of my sex (male) inasmuch as:

1. The employer's health insurance program covers 80% doctor's expenses (after the deductible) and 100% hospital expenses for spouses of female employees.

2. Mr. Ben Chastain, former boiler operator, was not paid full health insurance benefits for doctor and hospital bills which he incurred as a result of his wife's pregnancy. The employer has told Mr. James Lloyd, boiler fireman, that he will not be paid full health insurance benefits for expenses which he will incur as a result of his wife's pregnancy.

ORIGINAL CHARGE FILED JUNE 19, 1980

RECEIVED
JUL 1 1980
EEOC
Birmingham District

I will advise the agency if I change my address or telephone number and I will cooperate fully with it in the processing of my charge in accordance with its procedures.

I declare under penalty of perjury that the foregoing is true and correct.

DATE 6/25/80 CHARGING PARTY (Signature) Lee N. Upshaw TAS 81

EEOC FORM 5A MAR. 79 PREVIOUS EDITIONS OF ALL EEOC FORM 5'S ARE OBSOLETE AND MUST NOT BE USED

B-11

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
2121 8TH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203

DISTRICT OFFICE

Our reference:
Charge No. 042 80 1207

Russell A. Bates
Route 6, Box 120
Phenix City, Alabama 36867

Charging Party

Georgia Pacific Corporation
Hurtsboro Veneer
Hurtsboro, Alabama 36860

Respordent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue on behalf of the Commission, the following determination as to the merits of the subject charge.

All jurisdictional requirements have been met.

The Charging Party alleged that Respondent discriminated against him because of his sex (male) by failing to provide his dependent wife full medical benefits in accordance with the terms and conditions of his employment. Examination of the evidence indicates that there is not reasonable cause to believe that this allegation is true. No determination is made as to any other issue raised by or which might be construed to have been raised by the subject charge.

This concludes the Commission's processing of this charge. Should the Charging Party wish to pursue this matter further, the Party may do so by filing a private action in Federal District Court against the Respondent named above within 90 days following receipt of this letter and by taking the other procedural steps set out in the attached Notice of Right-to-Sue.

On behalf of the Commission:

APR 30 1981
Date

George Frank Jordan
District Director

Enclosures: (2)
Notice of Right-to-Sue
Copy of the Charge

(PLEASE PRINT OR TYPE)

APPROVED BY GAO
B—180541 (R0510)
Expires 1-31-81

CHARGE OF DISCRIMINATION

IMPORTANT: This form is affected by the Privacy Act of 1974; see Privacy Act Statement on reverse before completing it.

CHARGE NUMBER(S) (AGENCY USE ONLY)
☒ EEOC 042001207 (AMENDED)

Equal Employment Opportunity Commission

NAME (Indicate Mr., Mrs., or Miss.)
RUSSELL A. DATES

HOME TELEPHONE NUMBER (Include area code)
(205) 298-5003

STREET ADDRESS
ROUTE 6, BOX 120

CITY, STATE, AND ZIP CODE
PHENIX CITY, ALABAMA 36067

COUNTY
RUSSELL

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME. (If more than one list below.)

NAME
GEORGIA PACIFIC

TELEPHONE NUMBER (Include area code)
(205) 667-7702

STREET ADDRESS
HURTSBORO VENEER

CITY, STATE, AND ZIP CODE
HURTSBORO, ALABAMA 36860

NAME

TELEPHONE NUMBER (Include area code)

STREET ADDRESS

CITY, STATE, AND ZIP CODE

CAUSE OF DISCRIMINATION BASED ON MY (Check appropriate box(es))

☐ RACE ☐ COLOR ☒ SEX ☐ RELIGION ☐ NATIONAL ORIGIN ☐ OTHER (Specify)

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE (Month, day, and year)
JUNE 10, 1980, AND CONTINUING

THE PARTICULARS ARE:

I. The above-named employer refuses to provide health insurance coverage for pregnancy-related conditions for the spouses of male employees in the same manner in which health insurance coverage is provided for spouses of female employees. I have been employed with the employer since May 1, 1979. I am currently employed as a boiler worker. The employer employs over 15 employees.

II. On or about June 10, 1980, Mr. Barry Faulk, equal employment opportunity coordinator of the southern division, stated that the employer would only pay $175.00 for doctor bills and $220.00 for hospital bills which I would incur as a result of my spouse's pregnancy.

III. I believe that I have been discriminated against because of my sex (male) inasmuch as:

1. The employer's health insurance program covers 80 percent doctor's expenses (after the deductible) and 100 percent hospital expenses for spouses of female employees.

2. Mr. Ben Chastain, former boiler operator, was not paid full health insurance benefits for doctor and hospital bills which he incurred as a result of his wife's pregnancy. The employer has told Mr. James Lloyd, boiler fireman, that he will not be paid full health insurance benefits for expenses which he will incur as a result of his wife's pregnancy.

RECEIVED
JUL 7 1980
E.E.O.C.

(ORIGINAL CHARGE FILED JUNE 19, 1980)

I will advise the agency if I change my address or telephone number and I will cooperate fully with it in the processing of my charge in accordance with its procedures.

I declare under penalty of perjury that the foregoing is true and correct.

DATE
X

CHARGING PARTY (Signature)
X

EEOC Form 5 (Rev. 10-79)

PREVIOUS EDITIONS OF ALL EEOC FORM 5 ARE OBSOLETE AND MUST NOT BE USED

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
2121 8TH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203

DISTRICT OFFICE

Our Reference:
Charge No. 042-80-1210

B. D. Chastain, Jr.
Post Office Box 21
Seale, Alabama 36875

Charging Party

Georgia Pacific
Hurtsboro Veneer,
Hurtsboro, Alabama 36860

Respondent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue, on behalf of the Commission, the following determination as to the merits of the subject charge.

All jurisdictional requirements have been met.

The Charging Party alleged that Respondent discriminated against him because of his sex (male) by failing to provide his dependent wife full medical benefits in accordance with the terms and conditions of his employment. Examination of the evidence indicates that there is not reasonable cause to believe that this allegation is true. No determination is made as to any other issue raised by or which might be construed to have been raised by the subject charge.

This concludes the Commission's processing of this charge. Should the Charging Party wish to pursue this matter further, the Party may do so by filing a private action in Federal District Court against the Respondent named above within 90 days following receipt of this letter and by taking the other procedural steps set out in the attached Notice of Right-to-Sue.

On behalf of the Commission:

APR 30 1981
Date

for George Frank Jordan
District Director

Enclosures: (2)

Notice of Right-to-Sue
Copy of the Charge

B-14

(PLEASE PRINT OR TYPE)

APPROVED BY OAO B-3180541 (RO510) Expires 1-31-81	CHARGE OF DISCRIMINATION IMPORTANT: This form is affected by the Privacy Act of 1974; see Privacy Act Statement on reverse before completing it.	JE NUMBER(S) (AGENCY USE ONLY) ☑ EEOC 04280 1210

Equal Employment Opportunity Commission

NAME (Indicate Mr., Mrs. or Miss.)	HOME TELEPHONE NUMBER (Include area code)
BEN CHASTAIN	
STREET ADDRESS	
POST OFFICE BOX 21	(205) 855-2229
CITY, STATE, AND ZIP CODE	COUNTY
SEALE, ALABAMA 36875	RUSSELL

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME. (If more than one list below.)

NAME	TELEPHONE NUMBER (Include area code)
GEORGIA PACIFIC	(205) 677-7782
STREET ADDRESS	CITY, STATE, AND ZIP CODE
HURTSBORO VENEER,	HURTSBORO, ALABAMA 36860
NAME	TELEPHONE NUMBER (Include area code)
STREET ADDRESS	CITY, STATE, AND ZIP CODE

CAUSE OF DISCRIMINATION BASED ON MY (Check appropriate box(es))

☐ RACE ☐ COLOR ☑ SEX ☐ RELIGION ☐ NATIONAL ORIGIN ☐ OTHER (Specify)

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE (Month, day, and year)
OCTOBER 30, 1979 AND CONTINUING

THE PARTICULARS ARE

I. The above-named employer refused to provide health insurance coverage for pregnancy related conditions for my wife in the same manner in which health insurance coverage is provided for the spouses of female employees I was employed with the employer from September 21, 1978 until January 1980. I was employed as a boiler operator prior to resigning. The employer employs over 15 employees.

I. In or about October 1979, Mr. D.A. Hundeby, manager of claims adjustments told me there wasn't any way that I could receive full health insurance coverage for expenses which I incurred as a result of my wife's pregnancy

III. I believe that I have been discriminated against because of my sex (male) inasmuch as:

1. The employer's health insurance program covers 80% of doctor's expenses after the deductible, and 100% hospital expenses of spouses of female employees.

2. The employer refuses to pay the above-mentioned benefits to all spouses of male employees, due to pregnancy related conditions. On or about June 10, 1980, Mr. James Lloyd, boiler fireman, was told that he would only receive a specified amount of medical benefits which he will incur due to his wife's pregnancy.

I will advise the agency if I change my address or telephone number and I will cooperate fully with it in the processing of my charge in accordance with its procedures.

I declare under penalty of perjury that the foregoing is true and correct.

6/17/1980 — CHARGING PARTY (Signature) — B D Chastain Jr.

DATE

EEOC Form 5A MAR. 78 — PREVIOUS EDITIONS OF ALL EEOC FORM 5'S ARE OBSOLETE AND MUST NOT BE USED

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
2121 8TH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203

DISTRICT OFFICE

Our Reference:
Charge No. 044 80 0332

Bobby E. Sanders
107 Tulip Drive
Louisville, Mississippi 39339

Charging Party

Georgia Pacific
Highway 15 South
Louisville, Mississippi 39333

Respondent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue on behalf of the Commission, the following determination as to the merits of the subject charge.

All jurisdictional requirements have been met.

The Charging Party alleged that Respondent discriminated against him because of his sex (male) by failing to provide his dependent wife full medical benefits in accordance with the terms and conditions of his employment. Examination of the evidence indicates that no determination is made as to any other issue raised by or which might be construed to have been raised by the subject charge.

This concludes the Commission's processing of this charge. Should the Charging Party wish to pursue this matter further, the Party may do so by filing a private action in Federal District Court against the Respondent named above within 90 days following receipt of this letter and by taking the other procedural steps set out in the enclosed Notice of Right-to-Sue.

On behalf of the Commission:

APR 30 1981
Date

George Frank Jordan
District Director

Enclosures: (2)

Notice of Right-to-Sue
Copy of the Charge

B-16

(PLEASE PRINT OR TYPE)

APPROVED BY GAO
B—180541 (R0510)
Expires 1-31-81

CHARGE OF DISCRIMINATION

IMPORTANT This form is affected by the Privacy Act of 1974; see Privacy Act Statement on reverse before completing it.

CHARGE NUMBER(S) (AGENCY USE ONLY)
☐ EEOC
GK 044-80-0332

Equal Employment Opportunity Commission

NAME (Indicate Mr., Mrs. or Miss.)
Bobby Sanders

HOME TELEPHONE NUMBER (Include area code)
601-773-7940

STREET ADDRESS
107 Tulip Drive

CITY, STATE, AND ZIP CODE
Louisville, MS 39339

COUNTY
Winston

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME. (If more than one list below).

NAME
Georgia Pacific

TELEPHONE NUMBER (Include area code)

STREET ADDRESS
Highway 15 South

CITY, STATE, AND ZIP CODE
Louisville, MS 39333

NAME

TELEPHONE NUMBER (Include area code)

STREET ADDRESS

CITY, STATE, AND ZIP CODE

CAUSE OF DISCRIMINATION BASED ON MY (Check appropriate box(es))

☐ RACE ☐ COLOR ☒ SEX Male ☐ RELIGION ☐ NATIONAL ORIGIN ☐ OTHER (Specify)

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE (Month, day, and year)
Continuing

THE PARTICULARS ARE:

I. My employer maintains a Group Insurance Plan that excludes and limits benefits for pregnancy or resulting childbirth or complications for employees and spouses. My dependent spouse is pregnant.

II. The White female, Insurance Clerk, gave no reasons.

III. I believe the policy is discriminatory based on sex (male) since:

1. Dependent spouses of female employees are eligible for more benefits than dependent spouses of male employees.

2. The policy provides for payment of In-Hospital Physician's Fees for employees and their dependent spouses for illnesses other than pregnancy.

3. The Special Maternity Benefits Plan provides for a flat fee for hospital confinement due to pregnancy. This amount is considerably lower than that provided for hospital confinement for other reasons.

I will advise the agency if I change my address or telephone number and I will cooperate fully with it in the processing of my charge in accordance with its procedures.

I declare under penalty of perjury that the foregoing is true and correct.

DATE 1-29-80 CHARGING PARTY (Signature) Bobby E. Sanders TC-3-1

EEOC FORM 5A MAR 79 PREVIOUS EDITIONS OF ALL EEOC FORM 5'S ARE OBSOLETE AND MUST NOT BE USED